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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

## कोयला मंत्रालय

नई दिल्ली, 8 जुलाई, 2022

**का.आ. 645.**—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii), तारीख 16 फरवरी, 2021 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का०आ० 695(अ), तारीख 16 फरवरी, 2021 द्वारा प्रकाशित उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट 804.43 एकड़ (लगभग) या 325.55 हेक्टेयर (लगभग) परिक्षेत्र की भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, उपर्युक्त रिपोर्ट पर विचार करने के पश्चात् और झारखंड सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में विनिर्दिष्ट 719.66 एकड़ (लगभग) या 291.24 हेक्टेयर (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार का अर्जन किया जाना चाहिए।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इससे संलग्न अनुसूची में विनिर्दिष्ट 719.66 एकड़ (लगभग) अथवा 291.24 हेक्टेयर (लगभग), माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक आरईवी/04/2022, तारीख 12 अप्रैल, 2022 का निरीक्षण उपायुक्त जिला बोकारो (झारखण्ड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता 700001 के कार्यालय में या महाप्रबंधक ढोरी क्षेत्र, जिला बोकारो (झारखण्ड) या महाप्रबंधक, भूमि और राजस्व, सेंट्रल कोलफील्ड्स लिमिटेड, दरभंगा हाउस, राँची- 834001 (झारखंड) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), सी.एम.पी.डी.आई.एल., गोंडवाना पैलेस, कांके रोड, राँची- 834008 (झारखंड) के कार्यालय में किया जा सकता है।

**अनुसूची**  
**कल्याणी विवृत परियोजना**  
**जिला बोकारो (झारखण्ड)**

( रेखांक संख्यांक आरईवी/04/2022, तारीख 12 अप्रैल, 2022 )

**सभी अधिकार:**

क्रम संख्या	खण्ड	ग्राम	थाना सं.	थाना/ सर्किल	जिला	अर्जन के अधीन		टिप्पणियां
						क्षेत्र एकड़ में	क्षेत्र हेक्टेयर में	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	क	मकोली	69	बेरमो	बोकारो	1.10	0.45	भाग
2.	ख	मकोली	69	बेरमो	बोकारो	301.32	121.94	भाग
		तारमी	71	चन्द्रपुरा	बोकारो	94.94	38.42	भाग
		तुरिओ	70	चन्द्रपुरा	बोकारो	217.47	88.01	भाग
3.	ग	तुरिओ	70	चन्द्रपुरा	बोकारो	103.20	41.76	भाग
		तारमी	71	चन्द्रपुरा	बोकारो	1.63	0.66	भाग
	कुल क्षेत्र (क +ख + ग):					719.66 एकड़ (लगभग)	291.24 हेक्टेयर (लगभग)	

**भू-अभिलेखों के अनुसार अधिग्रहीत किए जाने वाले प्लॉटों के ब्यौरे :**

खण्ड	ग्राम/ मौज़ा	थाना सं.	खाता सं.	प्लॉट संख्या	अधिग्रहण का क्षेत्र (एकड़ में)	भूमि का प्रकार	भू-अभिलेख के अनुसार अभिधारी का नाम
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
क	मकोली	69	1	119(भाग)	1.10	गैर मजरूवा खास जंगल	सरकारी भूमि
जोड़ :					1.10		

ख	मकोली	69	1	1 (भाग)	44.94	गैर मजरुवा खास जंगल	सरकारी भूमि
बी	मकोली	69	3	14 (भाग)	0.22	रैयती दोन-2	अस्पष्ट
ख	मकोली	69	1	15	0.60	गैर मजरुवा खास जंगल	सरकारी भूमि
ख	मकोली	69	5	16	0.20	रैयतीपरती क़दीम	खेदन घटवार
ख	मकोली	69	1	17	0.17	गैर मजरुवा खास जंगल	सरकारी भूमि
ख	मकोली	69	7	18 (भाग)	0.37	रैयती दोन-1	बिशु घटवार
ख	मकोली	69	5	33 (भाग)	0.58	रैयती परती क़दीम	खेदन घटवार
ख	मकोली	69	2	35 (भाग)	0.20	रैयती दोन-1	जीरात मालिक
ख	मकोली	69	2	37	0.17	रैयती दोन-2	जीरात मालिक
ख	मकोली	69	1	38	1.18	गैर मजरुवा खास जंगल	सरकारी भूमि
ख	मकोली	69	5	39	4.33	रैयती टांड-3	खेदन घटवार
ख	मकोली	69	8	40	0.21	रैयती दोन-3	धूप लाल कुरमी
ख	मकोली	69	8	41	0.39	रैयती दोन-2	धूप लाल कुरमी
ख	मकोली	69	10	42	0.01	गैर मजरुवा खास परती	सरकारी भूमि
ख	मकोली	69	10	43	0.08	गैर मजरुवा खास परतीक़दीम	सरकारी भूमि
ख	मकोली	69	2	44	0.44	रैयती दोन-2	जीरात मालिक
ख	मकोली	69	5	45	0.25	रैयती दोन-2	खेदन घटवार
ख	मकोली	69	7	46	0.31	रैयती दोन-2	बिशु घटवार
ख	मकोली	69	7	47	0.24	रैयती दोन-2	बिशु घटवार
ख	मकोली	69	4	48	0.72	रैयती दोन-3	कन्हू घटवार
ख	मकोली	69	5	49	0.43	रैयती दोन-3	खेदन घटवार
ख	मकोली	69	6	50	0.46	रैयती दोन-3	नन्दलाल
ख	मकोली	69	8	51	0.59	रैयती दोन-3	धूप लाल कुरमी
ख	मकोली	69	3	52	0.26	रैयती दोन-3	असपष्ट
ख	मकोली	69	5	53	0.20	रैयती दोन-3	खेदन घटवार
ख	मकोली	69	2	54	0.41	रैयती दोन-2	जीरात मालिक
ख	मकोली	69	2	55	1.68	रैयती दोन-3	जीरात मालिक
ख	मकोली	69	1	56	0.14	गैर मजरुवा खास जंगल	सरकारी भूमि
ख	मकोली	69	2	57	0.17	रैयती दोन-3	जीरात मालिक
ख	मकोली	69	2	58	3.16	रैयती दोन-2	जीरात मालिक
ख	मकोली	69	5	59	1.14	रैयती दोन-2	खेदन घटवार
ख	मकोली	69	4	60	0.38	रैयती टांड-2	कन्हू घटवार

ख	मकोली	69	4	61	0.01	रैयती परती कदीम	कन्हू घटवार
ख	मकोली	69	4	62	0.34	रैयती टांड-2	कन्हू घटवार
ख	मकोली	69	5	63	1.20	रैयती टांड-2	खेदन घटवार
ख	मकोली	69	5	64	0.84	रैयती टांड-2	खेदन घटवार
ख	मकोली	69	5	65	0.08	रैयती मकान	खेदन घटवार
ख	मकोली	69	5	66	0.06	अज्ञात	खेदन घटवार
ख	मकोली	69	2	67	3.41	रैयती टांड-2	जीरात मालिक
ख	मकोली	69	3	68	0.60	रैयती टांड-2	असपष्ट
ख	मकोली	69	5	69	0.36	रैयती टांड-2	खेदन घटवार
ख	मकोली	69	6	70	0.57	रैयती टांड-2	नन्दलाल
ख	मकोली	69	7	71	0.25	रैयती टांड-2	बिशु घटवार
ख	मकोली	69	8	72	0.54	रैयती टांड-2	धूप लाल कुरमी
ख	मकोली	69	10	73	0.08	गैर मजरुवा खास परती कदीम	सरकारी भूमि
ख	मकोली	69	5	74	0.33	रैयती टांड-2	खेदन घटवार
ख	मकोली	69	7	75	0.61	रैयती टांड-2	बिशु घटवार
ख	मकोली	69	10	76	0.14	गैर मजरुवा खास परती कदीम	सरकारी भूमि
ख	मकोली	69	7	77	0.62	रैयती टांड-2	बिशु घटवार
ख	मकोली	69	9	79 (भाग)	0.15	रैयती दोन-2	प्रह्लाद घटवार
ख	मकोली	69	10	80 (भाग)	0.15	गैर मजरुवा खास परती कदीम	सरकारी भूमि
ख	मकोली	69	7	81	0.05	रैयती दोन-3	बिशु घटवार
ख	मकोली	69	7	82	0.76	रैयती दोन-2	बिशु घटवार
ख	मकोली	69	9	83	0.27	रैयती टांड-2	प्रह्लाद घटवार
ख	मकोली	69	10	84	0.13	गैर मजरुवा खास परती कदीम	सरकारी भूमि
ख	मकोली	69	8	85	1.27	रैयती दोन-2	धूप लाल कुरमी
ख	मकोली	69	7	94 (भाग)	0.07	रैयती टांड-2	बिशु घटवार
ख	मकोली	69	6	95 (भाग)	0.86	रैयती दोन-2	नन्दलाल
ख	मकोली	69	3	96 (भाग)	1.46	रैयती टांड-2	अस्पष्ट
ख	मकोली	69	12	118 (भाग)	36.30	गैर मजरुवा खास जंगल	सरकारी भूमि
ख	मकोली	69	1	119 (भाग)	184.25	गैर मजरुवा खास जंगल	सरकारी भूमि
ख	मकोली	69		121	0.41	अज्ञात	ऑनलाइन में क्षेत्र
ख	मकोली	69		122	0.52	अज्ञात	और किस्म अनुपलब्ध है
				<b>जोड़ :</b>	<b>301.32</b>		
ख	तुरिओ	70	34	1 (भाग)	217.47	गैर मजरुवा खास	सरकारी भूमि

						खतियानी किस्म जंगल	
				<b>जोड़ :</b>	<b>217.47</b>		
ख	तारमी	71	52	1 (भाग)	91.05	गैर मजरुवा खास खतियानी किस्म जंगल	सरकारी भूमि
ख	तारमी	71	20	3 (भाग)	0.04	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	11	4 (भाग)	0.09	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	3	5 (भाग)	0.07	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	52	8 (भाग)	0.07	परतीपीड़, गैर मजरुवा खास	सरकारी भूमि
ख	तारमी	71	11	9	0.26	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	11	10	0.30	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	3	11	0.06	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	20	12 (भाग)	0.08	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	3	13	0.17	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	30	14	0.08	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	37	15	0.07	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	37	16	0.49	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	52	17	0.12	परतीपीड़, गैरमजरुवा खास	सरकारी भूमि
ख	तारमी	71	30	18	0.32	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	30	19	0.07	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	20	20	0.09	रैयती दोन 3	बकास्त लगान पाने वाला
ख	तारमी	71	20	21	0.12	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	37	22(भाग)	0.03	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	30	23	0.50	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	11	24	0.09	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	3	25(भाग)	0.27	रैयती दोन 2	बकास्त लगान पाने वाला

ख	तारमी	71	20	26(भाग)	0.22	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	30	27(भाग)	0.01	रैयती दोन 2	बकास्त लगान पाने वाला
ख	तारमी	71	37	28 (भाग)	0.27	रैयती दोन 2	बकास्त लगान पाने वाला
				<b>जोड़ :</b>	<b>94.94</b>		
ग	तुरिओ	70	8	8 (भाग)	0.06		बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	8	9	0.19	रैयती दोन 3	बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	8	10	0.09	रैयती टांड 2	बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	6	11 (भाग)	0.75	रैयती टांड 2	डमर महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	5	14 (भाग)	0.10	रैयती टांड 2	जीवन महतो व नानहु महतो पेशरन नरायण महतो वैगराह
ग	तुरिओ	70	6	15(भाग)	0.29	रैयती दोन 3	डमर महतो वल्दहरी महतो, कौम कुर्मी
ग	तुरिओ	70	6	16(भाग)	0.86	रैयती टांड 2	डमर महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	8	21(भाग)	0.08	रैयती दोन 2	बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	5	22(भाग)	0.11	रैयती परती क़दीम	जीवन महतो व नानहु महतो पेशरन नरायण महतो वैगराह
ग	तुरिओ	70	8	23 (भाग)	0.28	रैयती दोन 2	बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	34	25 (भाग)	0.06	गैर मजरुवा खास परती नाला	सरकारी भूमि
ग	तुरिओ	70	2	26 (भाग)	0.05	रैयती दोन 2	धुजा महतो वल्द गिरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	8	33(भाग)	0.08	रैयती टांड 2	बड़का दौलत

							महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	2	34 (भाग)	0.08	रैयती टांड 2	धुजा महतो वल्द गिरी महतो, कौम कुर्मी
ग	तुरिओ	70	34	219 (भाग)	0.55	गैर मजरुवा खास खतियानी किस्म परती पत्थर	सरकारी भूमि
ग	तुरिओ	70	8	274 (भाग)	0.22	रैयती दोन 1	बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	6	275(भाग)	0.09	रैयती दोन 1	डमर महतो वल्दहरी महतो, कौम कुर्मी
ग	तुरिओ	70	3	277(भाग)	0.51	रैयती दोन 2	चुरामन महतो वल्द रघु महतो
ग	तुरिओ	70	6	278	0.17	रैयती टांड 3	डमर महतो वल्दहरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	5	279	0.03	रैयती परती पत्थर	जीवन महतो व नानहु महतो पेशरन नारायण महतो आदि
ग	तुरिओ	70	2	280	0.33	रैयती दोन 1	धुजा महतो वल्द गिरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	8	281	0.24	रैयती दोन 1	बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	6	282	0.21	रैयती दोन 1	डमर महतो वल्द हरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	2	283	0.36	रैयती दोन 1	धुजा महतो वल्द गिरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	3	284	0.08	रैयती दोन 2	चुरामन महतो वल्द रघु महतो
ग	तुरिओ	70	3	285	2.93	रैयती दोन 1	चुरामन महतो वल्द रघु महतो
ग	तुरिओ	70	2	286	0.14	रैयती टांड 3	धुजा महतो वल्द गिरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	8	287	0.08	रैयती टांड 3	बड़का दौलत महतो वल्द हरी महतो, कौम कुर्मी

ग	तुरिओ	70	6	288	0.16	रैयती टांड 3	डमर महतो वल्दहरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	34	289 (भाग)	44.80	गैर मजरुवा खास खतियानी किस्म जंगल	सरकारी भूमि
ग	तुरिओ	70	3	290	0.38	रैयती दोन 1	चुरामन महतो वल्द रघु महतो
ग	तुरिओ	70	3	291	0.14	रैयती दोन 2	चुरामन महतो वल्द रघु महतो
ग	तुरिओ	70	5	292	0.24	रैयती परती नाला	जीवन महतो व नानहु महतो पेशरन नारायण महतो आदि
ग	तुरिओ	70	3	293	0.06	रैयती दोन 2	चुरामन महतो वल्द रघु महतो
ग	तुरिओ	70	11	294	0.56	रैयती दोन 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	7	295	0.12	रैयती दोन 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	7	296	0.29	रैयती दोन 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	7	297	0.08	रैयती दोन 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	35	298	0.12	गैर मजरुवा आम खतियानी किस्म रास्ता	सरकारी भूमि
ग	तुरिओ	70	1	299(भाग)	0.14	रैयती टांड 2	कातिका वल्द चंद कौम कुर्मी
ग	तुरिओ	70	11	300	0.16	रैयती टांड 1	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	1	301(भाग)	0.11	रैयती टांड 1	कातिका वल्द चंद कौम कुर्मी
ग	तुरिओ	70	9	302	0.19	रैयती टांड 2	नानहु महतो वल्द नारायण महतो, कौम कुर्मी ।
ग	तुरिओ	70	10	303	0.30	रैयती टांड 2	नुना महतो वल्द बडिया महतो



							वगैरह ,कौम कुर्मी
ग	तुरिओ	70	11	304	0.08	रैयती टांड 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	7	305	0.03	रैयती टांड 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	7	306	0.08	रैयती टांड 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	1	307(भाग)	0.30	रैयती टांड 1	कातिका वल्द चाँद कौम कुर्मी
ग	तुरिओ	70	7	308	0.40	रैयती टांड 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	7	309	0.10	रैयती टांड 1	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	1	310	0.03	रैयतीमकान 2 सहन?	कातिका वल्द चाँद कौम कुर्मी
ग	तुरिओ	70	35	311	0.11	गैर मजरुवा आम खतियानी किस्म रास्ता	सरकारी भूमि
ग	तुरिओ	70	7	312	0.03	रैयती मकान 2 सहन?	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	7	313	0.08	रैयती टांड 1	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	11	314	0.08	रैयतीमकान 2 सहन ?	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	7	315	0.11	रैयती टांड 1	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	11	316	0.70	रैयती टांड 1	बिहारीमहतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	7	317	0.18	रैयती टांड 2	छोटादौलत महतो वल्द गोपाल

							महतो ,कौम कुर्मी
ग	तुरिओ	70	11	318	0.20	रैयती टांड 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	10	319	0.27	रैयती टांड 2	नुना महतो वल्द बड़िया महतो वगैरह ,कौम कुर्मी
ग	तुरिओ	70	7	320	0.18	रैयती टांड 2	छोटादौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	9	321	0.58	रैयती टांड 2	नानहु महतो वल्द नारायण महतो, कौम कुर्मी
ग	तुरिओ	70	1	322	0.59	रैयती टांड 2	कातिका वल्द चाँद कौम कुर्मी
ग	तुरिओ	70	10	323	0.49	रैयती टांड ३	नुनामहतो वल्द बड़िया महतो आदि ,कौम कुर्मी
ग	तुरिओ	70	11	324	0.26	रैयती टांड 3	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	1	325	0.15	रैयती टांड 3	कातिका वल्द चाँद कौम कुर्मी
ग	तुरिओ	70	7	360	0.18	रैयती टांड 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	11	361	0.14	रैयती टांड 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	11	362	0.21	रैयती दोन 1	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	11	363	0.14	रैयती दोन 1	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	11	364	0.31	रैयती दोन 1	बिहारीमहतो व

							हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	11	365	0.34	रैयती दोन 1	बिहारीमहतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	11	366	0.09	रैयती दोन 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	1	367	0.18	रैयती टांड 2	कातिका वल्द चाँद कौम कुर्मी
ग	तुरिओ	70	1	368	0.48	रैयती दोन 1	कातिका वल्द चाँद कौम कुर्मी
ग	तुरिओ	70	10	369	0.54	रैयती दोन 1	तुना महतो वल्द बड़िया महतो आदि ,कौम कुर्मी ।
ग	तुरिओ	70	11	370	0.06	रैयती दोन 1	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	7	371	0.29	रैयती दोन 1	छोटादौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	5	372	0.03	रैयती परती क़दीम	जीवनमहतोवनान हु महतो, पेशरान नारायण महतो आदि
ग	तुरिओ	70	11	373	0.32	रैयती दोन 1	बिहारीमहतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	1	374	0.33	रैयती दोन 1	कातिका वल्द चाँद कौम कुर्मी
ग	तुरिओ	70	7	375	0.03	रैयती दोन 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी

ग	तुरिओ	70	11	376	0.03	रैयती दोन 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	10	377	0.03	रैयती दोन 2	नुना महतो वल्द बडिया महतो वगैरह ,कौम कुर्मी
ग	तुरिओ	70	10	409(भाग)	0.04	रैयती दोन 2	नुना महतो वल्द बडिया महतो वगैरह ,कौम कुर्मी
ग	तुरिओ	70	7	423	0.03	रैयती दोन 3	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	32	426(भाग)	0.32	रैयती दोन 2	कार्तिक सिंह वल्द बबल सिंह ,कौम घटवार ।
ग	तुरिओ	70	11	427(भाग)	0.24	रैयती दोन 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	7	428(भाग)	0.09	रैयती दोन 2	छोटा दौलत महतो वल्द गोपाल महतो ,कौम कुर्मी
ग	तुरिओ	70	11	429	0.08	रैयती दोन 2	बिहारी महतो व हरदयाल महतो व ननकु महतो पेशरान महतो आदि
ग	तुरिओ	70	6	439	0.04	रैयती दोन 2	डमर महतो वल्दहरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	2	441	0.09	रैयती दोन 2	धुजा महतो वल्द गिरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	6	442	0.09	रैयती दोन 3	डमर महतो वल्दहरी महतो, कौम कुर्मी ।
ग	तुरिओ	70	2	443(भाग)	0.04	रैयती दोन 3	धुजा महतो वल्द गिरी महतो, कौम कुर्मी ।
ग	तुरिओ	70		444	0.09	रैयती दोन २	धुजा महतो वल्द गिरी महतो, कौम कुर्मी ।

ग	तुरिओ	70	8	445(भाग)	0.14	रैयती दोन 2	बरका दौलत महतो वल्द हरी महतो, कौम, कुर्मी
ग	तुरिओ	70	8	446(भाग)	0.01	रैयती दोन 3	बरका दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	8	448(भाग)	0.26	रैयती टांड 3	बरका दौलत महतो वल्द हरी महतो
ग	तुरिओ	70	6	449(भाग)	0.03	रैयती टांड 3	डमर महतो वल्दहरी महतो, कौम कुर्मी
ग	तुरिओ	70	2	450(भाग)	0.20	रैयती दोन 2	धुजा महतो वल्द गिरी महतो, कौम कुर्मी
ग	तुरिओ	70	8	451	0.03	रैयती दोन 3	बरका दौलत महतो वल्द हरी महतो, कौम कुर्मी
ग	तुरिओ	70	34	493 (भाग)	35.75	गैर मजरुवा खास खतियानी किस्म जंगल	सरकारी भूमि
				<b>जोड़ :</b>	<b>103.20</b>		
ग	तारमी	71	99	606 (भाग)	1.63	गैर मजरुवा खास खतियानी किस्म जंगल	सरकारी भूमि
				<b>जोड़ :</b>	<b>1.63</b>		

**सीमा वर्णन:**

ब्लॉक	सीमा रेखा	सीमा वर्णन
क	क-क1-क2-क	ब्लॉक सीमा मकोली मौजा के प्लॉट संख्या 119 से आरंभ होकर बिन्दु 'क'1 और 'क2' से गुजरते हुए बिन्दु 'क' पर बंद होती है।
ख	ख-ख1-ख2-ख3-ख4-ख5-ख6- ख7-ख8-ख9-ख10-ख11- ख12-ख13-ख14-ख15-ख16- ख17-ख18-ख19-ख20अ- ख20-ख21-ख22-ख23-ख24- ख25-ख25-ख26-ख27-ख28- ख29-ख30-ख31-ख32-ख33- ख34-ख35-ख36-ख37-ख.	ब्लॉक सीमा मकोली मौजा के प्लॉट संख्या 1 के बिन्दु 'ख' से आरंभ होकर बिन्दु संख्या 'ख1' ( मकोली के प्लॉट संख्या 18 के भीतर), ख2, ख3, ख4, ख5, ख6 (मकोली के प्लॉट संख्या 01 के भीतर), ख7 और ख8 (मकोली के प्लॉट संख्या 119 के भीतर), ख9, ख10, ख11 (मकोली के प्लॉट संख्या 119 के भीतर) से मुड़ती हुई बिन्दु ख12 (मकोली और तारमी मौजा रेखा पर मकोली के प्लॉट संख्या 119 के समीप), ख13 (मकोली और तारमी मौजा के संयोजन बिन्दु पर ), ख14 और ख15 (तारमी मौजा के प्लॉट संख्या 1 के भीतर) ख16 (तारमी के प्लॉट संख्या 01 के भीतर) से ख19 और ख20ए

		(तुरिओ और तारमी के मौजा सीमा रेखा पर), ख20 (तारमी के प्लाट संख्या 01 के प्लाट सीमा पर), ख21 (तुरिओ के प्लाट संख्या 01 के भीतर), ख22, ख23, ख24 (तुरिओ के प्लाट संख्या 01 के प्लाट सीमा पर), ख25, ख26, ख27 और ख28 (तुरिओ के प्लाट संख्या 01 के भीतर), ख29 (तुरिओ और मकोली मौजा के सीमा रेखा पर), ख30, ख31, ख32, ख33, ख34, ख35 तथा ख36 (मकोली मौजा के प्लाट संख्या 118 के भीतर) तथा बिन्दु ख37 (मकोली मौजा के प्लाट संख्या 1 के भीतर) से होकर गुजरती हुई मकोली मौजा के प्लाट संख्या 01 के भीतर आरंभिक बिन्दु 'ख' पर बंद होती है।
ग	ग0-ग1-ग2-ग3-ग4- ग5- ग6- ग7- ग8- ग9- ग9ए – ख28 – ख27 - ग10- ग11- ग12- ग13- ख24- ख23-ग0	ब्लॉक सीमा बिन्दु संख्या ग0 (तुरिओ मौजा के प्लाट संख्या 289 के भीतर) से आरंभ होकर बिन्दु संख्या ग (प्लाट संख्या 323 पर), ग1 (तुरिओ के प्लाट संख्या 360 पर), ग2 (तुरिओ के प्लाट संख्या 363 पर), ग3 (तुरिओ के प्लाट संख्या 369 पर), ग4 (तुरिओ के प्लाट संख्या 289 पर), ग5 (तुरिओ और तारमी की सीमा रेखा पर), ग6 (तारमी के प्लाट संख्या 606 पर), ग7 (तुरिओ और तारमी की सीमा रेखा पर), ग8 (तुरिओ के प्लाट संख्या 493 पर), ग9 तुरिओ के प्लाट संख्या 289 पर), ग9ए तुरिओ के प्लाट संख्या 274 पर), ख28 और ख27 तुरिओ के प्लाट संख्या 01 के भीतर), ग10 तुरिओ के प्लाट संख्या 08 पर), ग11 (तुरिओ के प्लाट संख्या 17 पर), ग12 (तुरिओ के प्लाट संख्या 274 पर), ग13 तुरिओ के प्लाट संख्या 293 पर), ख24 और ख23 (तुरिओ के प्लाट संख्या 01 की सीमा पर) से गुजरते हुए आरंभिक बिन्दु 'ग0' पर बंद होती है।

[फा. सं. 43015/17/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, निदेशक

**MINISTRY OF COAL**

New Delhi, the 8th July, 2022

**S.O. 645.**—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 695 (E), dated the 16<sup>th</sup> February, 2021, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 16<sup>th</sup> February, 2021, the Central Government gave notice of its intention to acquire 804.43 acres (approximately) or 325.55 hectares (approximately) lands and all rights in or over such lands specified in the Schedule appended to that notification;

And, whereas, the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And, whereas, the Central Government after considering the report aforesaid and after consulting the Government of Jharkhand, is satisfied that the lands measuring 719.66 acres (approximately) or 291.24 hectares (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 719.66 acres (approximately) or 291.24 hectares (approximately) and all rights in or over as described in the Schedule are hereby acquired.

The plan bearing number REV/04/2022, dated the 12th April, 2022 of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, District – Bokaro (Jharkhand) or at the Office of Coal Controller, 1, Council House street, Kolkata - 700001 or in the Office of the General Manager, Dhori Area, District - Bokaro (Jharkhand) or General Manager, Land and Revenue, Cental Coalfields Limited, Darbhanga House, Ranchi-834001, Jharkhand or Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi - 834008, Jharkhand.

**SCHEDULE**

Kalyani opencast project

District- Bokaro (Jharkhand)

[ Plan bearing number REV/04/2022, dated the 12th April, 2022 ]

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Serial number	Block	Village	Thana number	Thana / Circle	District	Area under acquisition		Remarks
						Area (in acres)	Area (in hectares)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	A	Makoli	69	Bermo	Bokaro	1.10	0.45	Part
2.	B	Makoli	69	Bermo	Bokaro	301.32	121.94	Part
		Tarmi	71	Chandrapura	Bokaro	94.94	38.42	Part
		Turio	70	Chandrapura	Bokaro	217.47	88.01	Part
3.	C	Turio	70	Chandrapura	Bokaro	103.20	41.76	Part
		Tarmi	71	Chandrapura	Bokaro	1.63	0.66	Part
	Total Area (A+B+C):					719.66 acres (approxim-ately.)	291.24 hectares (approxim-ately.)	

**Details of plots to be acquired as per land record:**

Block	Village / Mouza	Thana number	Khat a number	Plot number	Area under acquisition (in acres)	Type of land	Name of recorded tenant
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
A	Makoli	69	1	119 (P)	1.10	G.M.K (Jungle)	Government land
<b>Total:</b>					<b>1.10</b>		
B	Makoli	69	1	1 (P)	44.94	G.M.K (Jungle)	Government land
B	Makoli	69	3	14 (P)	0.22	Raiyati Don-2	Not clear
B	Makoli	69	1	15	0.60	G.M.K (Jungle)	Government land
B	Makoli	69	5	16	0.20	Raiyati PartiKadim	Khedan Ghatwar
B	Makoli	69	1	17	0.17	G.M.K (Jungle)	Government land
B	Makoli	69	7	18 (P)	0.37	Raiyati Don-1	Bishu Ghatwar
B	Makoli	69	5	33 (P)	0.58	Raiyati PartiKadim	Khedan Ghatwar
B	Makoli	69	2	35 (P)	0.20	Raiyati Don-1	Jirat Maalik
B	Makoli	69	2	37	0.17	Raiyati Don-2	Jirat Maalik
B	Makoli	69	1	38	1.18	G.M.K (Jungle)	Government land
B	Makoli	69	5	39	4.33	Raiyati Tand-3	Khedan Ghatwar
B	Makoli	69	8	40	0.21	Raiyati Don-3	Dhuplal Kurmi
B	Makoli	69	8	41	0.39	Raiyati Don-2	Dhuplal Kurmi
B	Makoli	69	10	42	0.01	GMK parti	Government land
B	Makoli	69	10	43	0.08	GMK PartiKadim	Government land
B	Makoli	69	2	44	0.44	Raiyati Don-2	Jirat Maalik
B	Makoli	69	5	45	0.25	Raiyati Don-2	Khedan Ghatwar
B	Makoli	69	7	46	0.31	Raiyati Don-2	BishuGhatwar
B	Makoli	69	7	47	0.24	Raiyati Don-2	Bishu Ghatwar
B	Makoli	69	4	48	0.72	Raiyati Don-3	Kanhu Ghatwar
B	Makoli	69	5	49	0.43	Raiyati Don-3	Khedan Ghatwar
B	Makoli	69	6	50	0.46	Raiyati Don-3	Nand lal
B	Makoli	69	8	51	0.59	Raiyati Don-3	Dhuplal Kurmi
B	Makoli	69	3	52	0.26	Raiyati Don-3	Not Clear
B	Makoli	69	5	53	0.20	Raiyati Don-3	Khedan Ghatwar
B	Makoli	69	2	54	0.41	Raiyati Don-2	Jirat Maalik

B	Makoli	69	2	55	1.68	Raiyati Don-3	Jirat Maalik
B	Makoli	69	1	56	0.14	G.M.K (Jungle)	Government land
B	Makoli	69	2	57	0.17	Raiyati Don-3	Jirat Maalik
B	Makoli	69	2	58	3.16	Raiyati Don-2	Jirat Maalik
B	Makoli	69	5	59	1.14	Raiyati Don-2	Khedan Ghatwar
B	Makoli	69	4	60	0.38	Raiyati Tand-2	Kanhu Ghatwar
B	Makoli	69	4	61	0.01	Raiyati PartiKadim	Kanhu Ghatwar
B	Makoli	69	4	62	0.34	Raiyati Tand-2	Kanhu Ghatwar
B	Makoli	69	5	63	1.20	Raiyati Tand-2	Khedan Ghatwar
B	Makoli	69	5	64	0.84	Rayati Tand-2	Khedan Ghatwar
B	Makoli	69	5	65	0.08	RaiyatiMakan	Khedan Ghatwar
B	Makoli	69	5	66	0.06	Unknown	Khedan Ghatwar
B	Makoli	69	2	67	3.41	Raiyati Tand-2	Jirat Maalik
B	Makoli	69	3	68	0.60	Raiyati Tand-2	Not clear
B	Makoli	69	5	69	0.36	Raiyati Tand-2	Khedan Ghatwar
B	Makoli	69	6	70	0.57	Raiyati Tand-2	Nand lal
B	Makoli	69	7	71	0.25	Raiyati Tand-2	Bishu Ghatwar
B	Makoli	69	8	72	0.54	Raiyati Tand-2	Dhuplal Kurmi
B	Makoli	69	10	73	0.08	GMK PartiKadim	Government land
B	Makoli	69	5	74	0.33	Raiyati Tand-2	Khedan Ghatwar
B	Makoli	69	7	75	0.61	Raiyati Tand-2	Bishu Ghatwar
B	Makoli	69	10	76	0.14	GMK PartiKadim	Government land
B	Makoli	69	7	77	0.62	Raiyati Tand-2	Bishu Ghatwar
B	Makoli	69	9	79 (P)	0.15	Raiyati Don-2	Prahlad Ghatwar
B	Makoli	69	10	80 (P)	0.15	G.M.K. PartiKadim	Government land
B	Makoli	69	7	81	0.05	Raiyati Don-3	Bishu Ghatwar
B	Makoli	69	7	82	0.76	Raiyati don-2	Bishu Ghatwar
B	Makoli	69	9	83	0.27	Raiyati Tand-2	Prahlad Ghatwar
B	Makoli	69	10	84	0.13	G.M.K. PartiKadim	Government land
B	Makoli	69	8	85	1.27	Raiyati Don-2	Dhuplal Kurmi
B	Makoli	69	7	94 (P)	0.07	Raiyati Tand-2	Bishu Ghatwar
B	Makoli	69	6	95 (P)	0.86	Raiyati Don-2	Nand lal
B	Makoli	69	3	96 (P)	1.46	Raiyati Tand-2	Not clear
B	Makoli	69	12	118 (P)	36.30	G.M.K (Jungle)	Government land
B	Makoli	69	1	119 (P)	184.25	G.M.K (Jungle)	Government land
B	Makoli	69		121	0.41	Unknown	Rakba and Type
B	Makoli	69		122	0.52	Unknown	unavailable online
<b>Total:</b>					<b>301.32</b>		
B	Turio	70	34	1 (P)	217.47	G.M.K. Khatiyani type Jungle	Government land
<b>Total:</b>					<b>217.47</b>		
B	Tarmi	71	52	1 (P)	91.05	GMK Khatiyani type Jungle	Government land
B	Tarmi	71	20	3 (P)	0.04	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	11	4 (P)	0.09	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	3	5 (P)	0.07	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	52	8 (P)	0.07	PartiPir, GMK	Government land
B	Tarmi	71	11	9	0.26	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	11	10	0.30	Raiyati Don 3	Bakast tax receiver
B	Tarmi	71	3	11	0.06	Raiyati Don 3	Bakast tax receiver
B	Tarmi	71	20	12 (P)	0.08	Raiyati Don 3	Bakast tax receiver
B	Tarmi	71	3	13	0.17	Raiyati Don 3	Bakast tax receiver
B	Tarmi	71	30	14	0.08	Raiyati Don 3	Bakast tax receiver
B	Tarmi	71	37	15	0.07	Raiyati Don 3	Bakast Tax receiver
B	Tarmi	71	37	16	0.49	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	52	17	0.12	PartiPid, GMK	Government land
B	Tarmi	71	30	18	0.32	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	30	19	0.07	Raiyati Don 3	Bakast tax receiver



B	Tarmi	71	20	20	0.09	Raiyati Don 3	Bakast tax receiver
B	Tarmi	71	20	21	0.12	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	37	22(P)	0.03	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	30	23	0.50	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	11	24	0.09	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	3	25(P)	0.27	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	20	26(P)	0.22	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	30	27(P)	0.01	Raiyati Don 2	Bakast tax receiver
B	Tarmi	71	37	28 (P)	0.27	Raiyati Don 2	Bakast tax receiver
<b>Total:</b>					<b>94.94</b>		
C	Turio	70	8	8 (P)	0.06		Barka daulat Mahto S/o Hari Mahto, Caste kurmi
C	Turio	70	8	9	0.19	Raiyati Don 3	Barka daulat Mahto S/o Hari Mahto, Caste kurmi
C	Turio	70	8	10	0.09	Raiyati Tand 2	Barka daulat Mahto S/o Hari Mahto, Caste kurmi
C	Turio	70	6	11 (P)	0.75	Raiyati Tand 2	Dumar Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	5	14 (P)	0.10	Raiyati Tand 2	Jivan Mahto and Nana Mahto pesharan Narayan Mahto, etc.
C	Turio	70	6	15(P)	0.29	Raiyati Don 3	Dumar Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	6	16(P)	0.86	Raiyati Tand 2	Dumar Mahto S/o Hari Mahto, Caste kurmi
C	Turio	70	8	21(P)	0.08	Raiyati Don 2	Barka daulat Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	5	22(P)	0.11	Raiyati PartiKadim	Jivan Mahto and Nana Mahto pesharan Narayan Mahto, etc.
C	Turio	70	8	23 (P)	0.28	Raiyati Don 2	Barka daulat Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	34	25 (P)	0.06	GMK partiNala	Government Land
C	Turio	70	2	26 (P)	0.05	Raiyati Don 2	Dhuja Mahto S/o Giri Mahto, Caste Kurmi
C	Turio	70	8	33(P)	0.08	Raiyati Tand 2	Barka daulat Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	2	34 (P)	0.08	Raiyati Tand 2	Dhuja Mahto S/o Giri Mahto, Caste Kurmi
C	Turio	70	34	219 (P)	0.55	GMK Khatiyani Type pp	Government land
C	Turio	70	8	274 (P)	0.22	Raiyati Don 1	Barka daulat Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	6	275 (P)	0.09	Raiyati Don 1	Dumar Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	3	277(P)	0.51	Raiyati Don 2	Churaman Mahto S/o Raghu Mahto
C	Turio	70	6	278	0.17	Raiyati Tand 3	Dumar Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	5	279	0.03	Raiyatiparti-pathar	Jivan Mahto and Nana Mahto pesharan Narayan Mahto, etc.
C	Turio	70	2	280	0.33	Raiyati Don 1	Dhuja Mahto S/o Giri Mahto, Caste Kurmi
C	Turio	70	8	281	0.24	Raiyati Don 1	Barka daulat Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	6	282	0.21	Raiyati Don 1	Dumar Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	2	283	0.36	Raiyati Don 1	Dhuja Mahto S/o Giri

							Mahto, Caste Kurmi
C	Turio	70	3	284	0.08	Raiyati Don 2	Churaman Mahto S/o Raghu Mahto
C	Turio	70	3	285	2.93	Raiyati Don 1	Churaman Mahto S/o Raghu Mahto
C	Turio	70	2	286	0.14	Raiyati Tand 3	Dhuja Mahto S/o Giri Mahto, Caste kurmi
C	Turio	70	8	287	0.08	Raiyati Tand 3	Barka daulat Mahto S/o Hari Mahto, Caste kurmi
C	Turio	70	6	288	0.16	Raiyati Tand 3	Dumar Mahto S/o Hari Mahto, Caste kurmi
C	Turio	70	34	289 (P)	44.80	GMK Khatiyani type Jungle	Government Land
C	Turio	70	3	290	0.38	Raiyati Don 1	Churaman Mahto S/o Raghu Mahto
C	Turio	70	3	291	0.14	Raiyati Don 2	Churaman Mahto S/o Raghu Mahto
C	Turio	70	5	292	0.24	Raiyatipartinala	Jivan Mahto and Nana Mahto pesharan Narayan Mahto, etc
C	Turio	70	3	293	0.06	Raiyati Don 2	Churaman Mahto S/o Raghu Mahto
C	Turio	70	11	294	0.56	Raiyati Don 2	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	7	295	0.12	Raiyati Don 2	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	7	296	0.29	Raiyati Don 2	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	7	297	0.08	Raiyati Don 2	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	35	298	0.12	GMK Aam Khatiyani Type Road	Government Land
C	Turio	70	1	299 (P)	0.14	Raiyati Tand 2	Katika, S/o Chand, Caste - Kurmi
C	Turio	70	11	300	0.16	Raiyati Tand 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	1	301 (P)	0.11	Raiyati Tand 1	Katika, S/o Chand, Caste - Kurmi
C	Turio	70	9	302	0.19	Raiyati Tand 2	Nanhu Mahto S/o Narayan Mahto, Caste kurmi
C	Turio	70	10	303	0.30	Raiyati Tand 2	Nuna Mahto S/o Badhiya Mahto, Caste kurmi
C	Turio	70	11	304	0.08	Raiyati Tand 2	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	7	305	0.03	Raiyati Tand 2	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	7	306	0.08	Raiyati Tand 2	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	1	307 (P)	0.30	Raiyati Tand 1	Katika, S/O Chand, Caste - Kurmi
C	Turio	70	7	308	0.40	Raiyati Tand 2	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	7	309	0.10	Raiyati Tand 1	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	1	310	0.03	RaiyatMakan 2	Katika, S/o Chand, Caste -

						Sahan 1	Kurmi
C	Turio	70	35	311	0.11	GMK Aam Khatiyani Type Road	Government Land
C	Turio	70	7	312	0.03	Raiyat Makan 2 Sahan 1	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	7	313	0.08	Raiyati Tand 1	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	11	314	0.08	Raiyat Makan 2 Sahan 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	7	315	0.11	Raiyati Tand 1	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi.
C	Turio	70	11	316	0.70	Raiyati Tand 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	7	317	0.18	Raiyati Tand 2	ChotaDaulat Mahto S/o. Gopal Mahto, Caste kurmi
C	Turio	70	11	318	0.20	Raiyati Tand 2	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	10	319	0.27	Raiyati Tand 2	Nuna Mahto S/o Badhiya Mahto, Caste kurmi
C	Turio	70	7	320	0.18	Raiyati Tand 2	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	9	321	0.58	Raiyati Tand 2	Nanhu Mahto S/o Narayan Mahto, Caste kurmi
C	Turio	70	1	322	0.59	Raiyati Tand 2	Katika, S/o Chand, Caste - Kurmi
C	Turio	70	10	323	0.49	Raiyati Tand 2	Nuna Mahto S/o Badhiya Mahto, Caste kurmi
C	Turio	70	11	324	0.26	Raiyati Tand 3	Bihari Mahto and Hardayal Mahto and Nanku Mahto Pesharan Narayan Mahto, etc.
C	Turio	70	1	325	0.15	Raiyati Tand 3	Katika, S/o Chand, Caste - Kurmi
C	Turio	70	7	360	0.18	Raiyati Tand 2	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	11	361	0.14	Raiyati Tand 2	Bihari Mahto and Hardayal Mahto and Nanku Mahto Pesharan Narayan Mahto, etc.
C	Turio	70	11	362	0.21	Raiyati Don 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto Pesharan Narayan Mahto, etc.
C	Turio	70	11	363	0.14	Raiyati Don 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	11	364	0.31	Raiyati Don 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto Pesharan Narayan Mahto, etc.
C	Turio	70	11	365	0.34	Raiyati Don 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto Pesharan Narayan Mahto, etc.

C	Turio	70	11	366	0.09	Raiyati Don 2	Bihari Mahto and Hardayal Mahto and Nanku Mahto Pesharan Narayan Mahto, etc.
C	Turio	70	1	367	0.18	Raiyati Tand 2	Katika, S/o Chand, Caste - Kurmi
C	Turio	70	1	368	0.48	Raiyati Don 1	Katika, S/o Chand, Caste - Kurmi
C	Turio	70	10	369	0.54	Raiyati Don 1	Nuna Mahto S/o Badhiya Mahto, Caste kurmi
C	Turio	70	11	370	0.06	Raiyati Don 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto Pesharan Narayan Mahto, etc.
C	Turio	70	7	371	0.29	Raiyati Don 1	Chota Daulat Mahto S/o Gopal Mahto, Caste kurmi.
C	Turio	70	5	372	0.03	Raiyati PartiKadim	Jivan Mahto & nanhu Mahto, Pesharan Mahto etc
C	Turio	70	11	373	0.32	Raiyati Don 1	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc
C	Turio	70	1	374	0.33	Raiyati Don 1	Katika, S/o Chand, Caste - Kurmi
C	Turio	70	7	375	0.03	Raiyati Don 2	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	11	376	0.03	Raiyati Don 2	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	10	377	0.03	Raiyati Don 2	Nuna Mahto S/o Badhiya Mahto, Caste kurmi
C	Turio	70	10	409 (P)	0.04	Raiyati Don 2	Nuna Mahto S/o Badhiya Mahto, Caste kurmi
C	Turio	70	7	423	0.03	Raiyati Don 3	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	32	426(P)	0.32	Raiyati Don 2	Kartik Singh S/o Babal Singh, Caste Ghatwar
C	Turio	70	11	427 (P)	0.24	Raiyati Don 2	Bihari Mahto and Hardayal Mahto & Nanku Mahto pesharan Narayan Mahto, etc
C	Turio	70	7	428 (P)	0.09	Raiyati Don 2	ChotaDaulat Mahto S/o Gopal Mahto, Caste kurmi
C	Turio	70	11	429	0.08	Raiyati Don 2	Bihari Mahto and Hardayal Mahto and Nanku Mahto pesharan Narayan Mahto, etc.
C	Turio	70	6	439	0.04	Raiyati Don 2	Dumar Mahto S/o Hari Mahto, Caste Kurmi.
C	Turio	70	2	441	0.09	Raiyati Don 2	Dhuja Mahto S/o Giri Mahto, Caste Kurmi
C	Turio	70	6	442	0.09	Raiyati Don 3	Dumar Mahto S/o Hari Mahto, Caste Kurmi
C	Turio	70	2	443 (P)	0.04	Raiyati Don 3	Dhuja Mahto S/o Giri Mahto, Caste Kurmi
C	Turio	70		444	0.09	Raiyati Don 2	Dhuja Mahto S/o Giri Mahto, Caste Kurmi.
C	Turio	70	8	445 (P)	0.14	Raiyati Don 2	Barka daulat Mahto S/o

							Hari Mahto, Caste Kurmi.
C	Turio	70	8	446 (P)	0.01	Raiyati Don 3	Barka daulat Mahto S/o Hari Mahto, Caste Kurmi.
C	Turio	70	8	448 (P)	0.26	Raiyati Tand 3	Barka daulat Mahto S/o. Hari Mahto.
C	Turio	70	6	449 (P)	0.03	Raiyati Tand 3	Dumar Mahto S/o. Hari Mahto, Caste Kurmi
C	Turio	70	2	450 (P)	0.20	Raiyati Don 2	Dhuja Mahto S/o. Giri Mahto, Caste Kurmi
C	Turio	70	8	451	0.03	Raiyati Don 3	Barka daulat Mahto S/o. Hari Mahto, Caste Kurmi.
C	Turio	70	34	493 (P)	35.75	G.M.K. Khatiyani type Jungle	Government Land
<b>Total:</b>					<b>103.20</b>		
C	Tarmi	71	99	606 (P)	1.63	G.M.K. Khatiyani type Jungle	Government Land
<b>Total:</b>					<b>1.63</b>		

**Boundary description:**

Block	Boundary line	Boundary description
A	A-A1-A2-A	Block boundary starts at point 'A' of plot number 119 of Makoli mouza and passing through points number A1 and A2 and closed at point 'A'.
B	B-B1-B2-B3-B4-B5-B6-B7-B8-B9-B10-B11-B12-B13-B14-B15-B16-B17-B18-B19-B20a-B20-B21-B22-B23-B24-B25-B26-B27-B28-B29-B30-B31-B32-B33-B34-B35-B36-B37-B.	Block boundary starts at point 'B' of plot number 1 of Makoli mouza and passes through point B1 (in plot number 18 of Makoli) to B2, B3, B4, B5, B6 (in plot number 1 of Makoli) to B7 and B8 (in plot number 119 of Makoli ) turns to B9, B10 and B11 (in plot number 119 of Makoli Mouza ) to B12 (in plot number 119 at Mouza boundary of Makoli and Tarmi) to B13 (Junction of mouza Makoli and Tarmi ) to B14 and B15 (in plot No.1 of Tarmi mouza ) to B16 (in plot number 02 of Tarmi ) to B17 (in plot number 27 of Tarmi) to B18 (in plot number 1 of Tarmi mouza) to B19 and B20a (at mouza boundary of Turio and tarmi) to B20 (at plot boundary of plot number 01 of Turio ) to B21 (in plot number 01 of Turio ) to B22, B23, B24 (at plot boundary of plot number 01 of Turio ) to B25, B26, B27 and B28 (in plot number 01 of Turio) to B29 (at mouza boundary of Turio and Makoli ) to B30, B31, B32, B33, B34, B35 and B36 (in plot number 118 of Makoli Mouza ) to B37 (in plot number 01 of Makoli mouza) and closes at starting point B of plot number 01 of Makoli mouza.
C	C0-C1-C2-C3-C4-C5-C6-C7-C8-C9-C9a-B28-B27-C10-C11-C12-C13-B24-B23-C0.	Block boundary starts at point C0 (in plot number 289 of Turio mauza) and passes through point C (at plot number 323) to C1 (at plot number 360 of Turio) to C2 (at plot number 363 of Turio) to C3 (at plot number 369 of Turio) to C4 (in plot number 289 of Turio) to C5 (at mouza boundary Turio and Tarmi) to C6 (in plot number 606 of mauza Tarmi) to C7 (at mauza bounary of Turio and Tarmi) to C8 ( in plot number 493 of Turio mauza ) to C9 (in plot number 289 of Turio) to C9a (in plot number 274 of Turio) to B28 and B27 (in plot number 01 of Turio) to C10 (at plot number 08 of Turiyo) to C11 (at plot number 17 of Turiyo) to C12 (at plot number 274 of Turio) to C13 (at plot number 293 of Turio ) to B24 and B23 (at plot boundary of plot number 01 of Turio ) and closed at point C0.

[F. No. 43015/17/2019-LA &amp; IR]

RAM SHIROMANI SAROJ, Director

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 646.**—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 27 नवम्बर, 2021 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 811, तारीख 24 नवम्बर, 2021 को जारी, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गई थी ;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि नार्दर्न कोलफील्ड्स लिमिटेड, जिला सिंगरौली, मध्य प्रदेश (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है, कि इस प्रकार निहित भूमि 564.323 हेक्टर (लगभग) या 1394.442 एकड़ (लगभग) माप वाली उक्त भूमि में या उस पर के सभी अधिकार तारीख 27 नवम्बर, 2021 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात:-

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन और अन्य सुसंगत विधियों के अधीन यथा अवधारित सभी प्रतिकर, ब्याज, नुकसानियों और वैसे ही मदों की बाबत् सभी संदाय करेगी;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और किसी ऐसे अधिकरण और उक्त अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपीलों आदि जैसी सभी विधिक कार्यवाहियों की बाबत् उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;
- (4) सरकारी कंपनी के पास उक्त भूमि और उक्त भूमि में इस प्रकार निहित अधिकारों को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिये जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/20/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, निदेशक

New Delhi, the 11th July, 2022

**S.O. 646.**—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S. O. 811, dated the 24<sup>th</sup> November, 2021, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 27<sup>th</sup> November, 2021, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over the lands described in the schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And whereas, the Central Government is satisfied that the Northern Coalfields Limited, District Singrauli, Madhya Pradesh (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said land measuring 564.323 hectares (approximately) or 1394.442 acres (approximately) and all rights in or over the said lands so vested shall with effect from the 27<sup>th</sup> November, 2021 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely:-

- (1) The Government company shall make all payments in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act and other relevant laws ;
- (2) A Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable by the Government company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said land, so vested, shall also be borne by the Government company;
- (3) The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested ;
- (4) The Government company shall have no power to transfer the aforesaid rights in the said lands so vested to any other persons without the prior approval of the Central Government ; and
- (5) The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/20/2020- LA &amp; IR]

RAM SHIROMANI SAROJ, Director

### श्रम और रोजगार मंत्रालय

नई दिल्ली, 1 जुलाई, 2022

**का.आ. 647.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उपायुक्त, केन्द्रीय विद्यालय संगठन, बजाज नगर, जयपुर (राजस्थान), प्राचार्य, केन्द्रीय विद्यालय, भालेशी रोड, चूरू, (राजस्थान) के प्रबंधन के संबद्ध नियोजकों और श्री रतनलाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- जयपुर (राजस्थान) पंचाट (संदर्भ संख्या 75/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.06.2022 को प्राप्त हुआ था।

[सं. एल-42012/143/2015-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 1st July, 2022

**S.O. 647.**— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2015) of the Central Government Industrial Tribunal cum Labour Court –Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Deputy Commissioner, Central School, bajaj nagar, jaipur, (Rajasthan); The Principal, Kendriya Vidyalaya Sangathan, Churu, (Rajasthan) and Shri Ratanlal, worker, which was received along with soft copy of the award by the Central Government on 15.06.2022.

[No. L- 42012/143/2015-IR(DU)]

D. K. HIMANSHU, Under Secy.

**अनुबंध****केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी. प्रकरण सं. 75/2015**

पीठासीन अधिकारी : राधामोहन चतुर्वेदी

**रेफरेन्स नं. L-42012/143/2015-IR(DU) दिनांक 27/08/2015**

रतनलाल पुत्र श्री लिखमणनाथ जोगी

निवासी वार्ड नं. 11 चूरु

द्वारा अधिकृत संघ प्रतिनिधि

...प्रार्थी

**बनाम**

1. उपायुक्त, केन्द्रीय विद्यालय संगठन, 92 गांधी नगर मार्ग, बजाज नगर, जयपुर – 302015

2. प्राचार्य, केन्द्रीय विद्यालय, भालेरी रोड, चूरु – 331001

...अप्रार्थी नियोजक

प्रार्थी की ओर से : कोई नहीं

अप्रार्थी की ओर से : श्री हवा सिंह –अधिवक्ता

**: अधिनिर्णय :**

दिनांक : 07-04-2022

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 27/08/2015 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) डी व 2 ए के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में निम्नांकित विवाद इस अधिकरण को न्यायनिर्णयन हेतु संदर्भित किया गया क्या प्रबंधन प्राचार्य, केन्द्रीय विद्यालय, चूरु का कर्मकार श्री रतनलाल पुत्र श्री लिखमणनाथ जोगी, बागवान को मौखिक आदेश दिनांक 05.02.2015 के द्वारा नौकरी से निकाला जाना न्यायोचित एवं न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष को पाने का अधिकारी है?"

2. दिनांक 9.3.2016 को प्रार्थी ने दावे का अभिकथन प्रस्तुत किया और यह कहा कि दिनांक 2.9.2013 को प्रार्थी को दैनिक वेतन भोगी के पद पर केन्द्रीय विद्यालय औद्योगिक संस्थान के नियोजन में नियुक्त किया गया। दिनांक 5.2.2015 तक प्रार्थी लगातार इस पद पर कार्यरत रहा। प्रार्थी से आवश्यकतानुरूप चतुर्थ श्रेणी कर्मचारी के पद का भी कार्य लिया गया। प्रार्थी की सेवा विपक्षी के नियोजन में एक केलेण्डर वर्ष की अवधि में 240 दिन से अधिक होने से प्रार्थी और विपक्षी के मध्य नियोजक और कर्मकार के संबंध है। प्रार्थी ने विपक्षी से चपरासी के रिक्त पद पर नियमित किये जाने की मांग की जिससे खिन्न होकर विपक्षी ने दिनांक 5.2.2015 को मौखिक आदेश से प्रार्थी की सेवा समाप्त कर दी। सेवासमाप्ति के पूर्व अधिनियम की धारा 25 (एफ) के अंतर्गत प्रार्थी को कोई नोटिस अथवा नोटिस वेतन एवं छंटनी मुआवजा नहीं दिया गया। प्रार्थी से कनिष्ठ व्यक्तियों को सेवा में रखते हुये प्रार्थी को हटा दिया गया। इसलिये विपक्षी द्वारा अधिनियम की धारा 25 (एफ, जी एवं एच) के प्रावधानों का उल्लंघन किये जाने से सेवासमाप्ति अवैध है। अतः प्रार्थी को विगत वेतन, परिलाभ एवं सेवा में निरंतरता सहित बहाल किया जावे।

विपक्षी ने वादोत्तर में वाद के तथ्यों को अस्वीकार किया और यह कहा कि केन्द्रीय विद्यालय में सफाई, सुरक्षा तथा बागवानी के लिये मान्यता प्राप्त फर्मों से करार किया जाता है। यह संविदा विद्यालय और फर्म के बीच होती है। फर्म द्वारा ही कर्मकार को नियुक्त किया जाता है। प्रार्थी को साईं प्लेसमेंट एजेंसी द्वारा शुरू में बागवानी कार्य के लिये लगाया गया था।



प्रार्थी, विपक्षी का दैनिक वेतन भोगी कर्मचारी नहीं था, ना ही उसकी नियुक्ति विपक्षी द्वारा की गयी। प्रार्थी की सेवा संविदाजन्य ठेके पर दी गई थी। इसलिये विपक्षी द्वारा इस प्रकरण में नोटिस या नोटिस वेतन तथा छंटनी मुआवजे की राशी का भुगतान करने की अपेक्षा करना उचित नहीं है। अतः वाद निरस्त किया जावे। प्रार्थी ने वादोत्तर के उपरांत अतिरिक्त कथन भी प्रस्तुत किये हैं।

3. प्रार्थी ने अपने साक्ष्य में स्वयं रतनलाल को परीक्षित किया। प्रलेखीय साक्ष्य में प्रदर्श डब्ल्यू-1 से डब्ल्यू-24 तक प्रलेख प्रदर्शित किये।

4. विपक्षी ने अपनी साक्ष्य में दिनांक 11.7.2019 को ओमाराम चौधरी, प्राचार्य को साक्ष्य में प्रस्तुत करते हुये शपथ-पत्र प्रस्तुत किया किंतु दिनांक 11.7.2019 से 21.12.2021 तक प्रार्थी ने विपक्षी के साक्षी श्री ओमाराम चौधरी से अवसर दिये जाने के उपरांत भी प्रतिपरीक्षा नहीं की। इसलिये विपक्षी साक्षी से प्रार्थी द्वारा प्रतिपरीक्षा किये जाने का अवसर समाप्त कर दिया गया। विपक्षी ने प्रलेखीय साक्ष्य में प्रदर्श एम-1 और एम-4 प्रलेखों को प्रदर्शित किया।

5. दिनांक 30.3.2022 को प्रार्थी पक्ष पुनः अनुपस्थित रहा। अतः विपक्षी अभिभाषक के मौखिक तर्क सुने और साक्ष्य पर विचार किया।

6. विपक्षी का यह तर्क है कि प्रार्थी को साईं प्लेसमेंट एजेंसी के माध्यम से बागवानी कार्य के लिये रखा गया था। साईं प्लेसमेंट एजेंसी ही प्रार्थी की नियोजक थी। विपक्षी द्वारा साईं प्लेसमेंट एजेंसी को ही संविदाजन्य देय राशि का भुगतान किया जाता था। प्रदर्श डब्ल्यू-6 से डब्ल्यू-22 तक जो उपस्थिति रजिस्टर प्रस्तुत किये गये हैं, इन पर स्पष्ट अंकित है कि यह रजिस्टर अनुबंधित कर्मचारियों के है। प्रदर्श एम-1 और एम-2 साईं प्लेसमेंट एजेंसी से विपक्षी द्वारा किया गया अनुबंध है। प्रदर्श एम-3 अगस्त 2013 से जनवरी 2015 तक साईं प्लेसमेंट एजेंसी को बिल के आधार पर किया गया भुगतान है। इसी प्रकार एम-4 इस अनुबंध की अवधि में अभिवृद्धि किये जाने का पत्र है। उनका यह भी तर्क है कि विपक्षी साक्षी से कोई प्रतिपरीक्षा प्रार्थी द्वारा नहीं की गयी है, इसलिये विपक्षी के कथन अखंडित रहे हैं। इस प्रकार प्रार्थी को विपक्षी द्वारा सेवा में नियोजित किया जाना और सेवामुक्त किया जाना किसी प्रकार प्रमाणित नहीं होता है। अतः वाद निरस्त किया जावे।

7. मैंने विद्वान अभिभाषक विपक्षी द्वारा प्रस्तुत तर्कों पर ध्यानपूर्वक विचार किया एवं साक्ष्य का परिशीलन किया।

8. इस विवाद में सर्वप्रथम यह विचारीणीय है कि क्या प्रार्थी और विपक्षी के मध्य कर्मकार और नियोजक के संबंध विद्यमान रहे हैं।

9. प्रार्थी ने अपने साक्ष्य में यह कहा है कि उसकी नियुक्ति दैनिक वेतन भोगी कर्मचारी के रूप में विपक्षीगण के अधीन दिनांक 2.9.2013 को हुई थी। प्रार्थी ने अपने साक्ष्य में उपस्थिति पंजिका प्रदर्श डब्ल्यू-6 से डब्ल्यू-24 तक प्रस्तुत की है। उपस्थिति पंजिकाओं के अवलोकन से यह प्रकट होता है कि इन पंजिकाओं पर स्पष्ट रूप से यह अंकित है कि ये पंजिका अनुबंधित कर्मचारीगण की उपस्थिति से संबंधित है। उल्लेखनीय है कि इन उपस्थिति पंजिकाओं पर प्रार्थी को भुगतान किये जाने संबंधी कोई अंकन नहीं है। प्रार्थी ने अपनी प्रतिपरीक्षा में यह कहा है कि उसे कोई लिखित नियुक्ति आदेश नहीं दिया गया है। उसे यह पता नहीं है कि विपक्षी साईं प्लेसमेंट एजेंसी के माध्यम से बागवानी और सफाई का कार्य करवाते हो? प्रार्थी कहता है कि उसे तनखाह केन्द्रीय विद्यालय के प्रिंसिपल देते थे। उसे तनखा देते समय रजिस्टर में हस्ताक्षर करवाते थे। वह रजिस्टर हाजिरी का रजिस्टर था। किंतु प्रार्थी की ओर से प्रस्तुत हाजिरी रजिस्टर प्रदर्श 6 से 23 के अवलोकन से प्रार्थी को वेतन भुगतान का कोई साक्ष्य उपलब्ध नहीं होता है। प्रार्थी पुनः अनभिज्ञता व्यक्त करते हुए कहता है कि उसे पता नहीं कि हाजिरी रजिस्टर में हस्ताक्षर ठेकेदार को दिखाने के लिये करवाते हो। वह यह भी ज्ञात होने से इंकार करता है कि विपक्षी हर साल साईं प्लेसमेंट एजेंसी से अनुबंध करते हो। प्रार्थी की साक्ष्य की इस स्थिति में विपक्षी साक्षी ओमाराम चौधरी के कथन महत्वपूर्ण प्रतीत होते हैं। जिसमें उसने कहा है कि विद्यालय में सफाई, सुरक्षा तथा बागवानी की व्यवस्था के लिये केन्द्रीय विद्यालय संगठन के दिशानिर्देश और नियमों के अनुरूप किसी मान्यता प्राप्त फर्म से अनुबंध के आधार पर सेवा ली जाती है। बागवानी कार्य के लिये साईं प्लेसमेंट एजेंसी चूरी द्वारा प्रार्थी को संविदा के आधार पर रखा गया था। इस आशय का पत्र प्रदर्श एम-4 साईं प्लेसमेंट एजेंसी को लिखा गया था। प्रदर्श एम-4 केन्द्रीय विद्यालय चूरी में साफ सफाई तथा बागवानी के कार्य का अनुबंध दिनांक 1.11.2013 से 31.01.2014 तक बढ़ाये जाने के संबंध में है। प्रदर्श एम-3 के अवलोकन से यह प्रकट होता है कि साईं प्लेसमेंट एजेंसी चूरी द्वारा अक्टूबर 2013 से जनवरी 2015 तक केन्द्रीय विद्यालय चूरी में बागवानी कार्य किये जाने के फलस्वरूप प्रस्तुत किये गये बिल हैं, जिनका भुगतान विपक्षी द्वारा किया गया। प्रदर्श एम-1 व 2 साईं प्लेसमेंट एजेंसी और विपक्षी के मध्य बागवानी सेवा प्रदान करने संबंधी संविदा की शर्तें और निबंधन हैं, जिन पर उभयपक्ष के हस्ताक्षर विद्यमान हैं। यह उल्लेखनीय है कि विपक्षी के साक्षी ओमाराम चौधरी से प्रार्थी की ओर से कोई प्रतिपरीक्षा नहीं की गयी है। इस स्थिति में विपक्षी की मौखिक एवं प्रलेखीय साक्ष्य का कोई खंडन प्रार्थी द्वारा न किये जाने के कारण इस साक्षी के कथन स्वीकार्य प्रमाणित होते हैं।

10. साक्ष्य के इस विवेचन से यह प्रमाणित होता है कि प्रार्थी की नियुक्ति विपक्षीगण के संवेदक मैसर्स साईं प्लेसमेंट एजेंसी चूरु द्वारा की गई। उक्त संवेदक द्वारा बागवानी कार्य के लिये नियुक्त एक व्यक्ति के वेतन का भुगतान प्रदर्श एम 3 बिल के माध्यम से विपक्षी से प्राप्त किया गया। उल्लेखनीय है कि उक्त संवेदक ने वेतन राशि का भुगतान प्रार्थी को किया अथवा किसी अन्य व्यक्ति को यह तथ्य भी स्पष्ट नहीं हो पाया है। इस प्रकार प्रार्थी और विपक्षी के मध्य अधिनियम की धारा 2 (जी) और (एस) के अंतर्गत परिभाषित नियोजक और कर्मकार के संबंध प्रमाणित नहीं हो पाये हैं। इसलिये प्रार्थी को अधिनियम की धारा 25 (एफ,जी और एच) के प्रावधानों का संरक्षण किसी प्रकार उपलब्ध नहीं है।
11. उपर्युक्त विवेचन के उपरांत चूंकि प्रार्थी विपक्षी द्वारा नियोजित बागवान होना प्रमाणित नहीं हुआ है इसलिये दिनांक 5. 2.2015 को कथित रूप से की गई सेवासमाप्ति भी विपक्षी द्वारा किया जाना प्रमाणित नहीं होता है। प्रार्थी रतन लाल जोगी विपक्षी से कोई अनुतोष अधिनियम के प्रावधानों के अंतर्गत प्राप्त करने का अधिकारी नहीं है।
12. श्रम मन्त्रालय भारत सरकार द्वारा इस अधिकरण को न्यायनिर्णयन हेतु प्रेषित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।
13. अधिनियम की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 8 जुलाई, 2022

**का.आ. 648.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 27/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.07.2022 को प्राप्त हुआ था।

[सं. एल-22012/210/95-आई.आर. (सी-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 8th July, 2022

**S.O. 648.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/1996) of the Central Government Industrial Tribunal-cum-Labour Court JABALPUR as shown in the Annexure, in the industrial dispute between the Management of W.C.L. and their workmen, received by the Central Government on 07.07.2022.

[No. L-22012/210/95 –IR (C-II)]

RAJENDER SINGH, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/27/1996**

**Present:** P. K. Srivastava, H.J.S..( Retd)

Shri Mangal Singh,  
Mohan colliery, WCL,  
Kanhana Area, PO-Junnardeo  
District Chhindwarha (M.P.)

... Workman

**Versus**

The Manager  
Mohan colliery, WCL,  
Kanhana Area, PO-Junnardeo  
District Chhindwarha (M.P.)

... Management

## AWARD

(Passed on 17-6-2022 )

As per letter dated 8-11-95 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012(210)/95-IR(C-II). The dispute under reference relates to:

***“Whether the action of the management of Mohan Colliery, WCL, PO Junardeo, District Chhindwara (M.P.) in dismissing Sh. Mangal S/o Munni, Tub Loader Mohan Colliery w.e.f. 4-2-94 is justified ?if not, to what relief the worker is entitled? .”***

1. After registering the case on the basis of reference, notices were sent to the parties. The parties have appeared and filed their respective statement of claim/defence.
2. The case of the workman as stated in his statement of claim is that he was appointed as a Tub Loader in 1972. He received injuries in his eyes while working in the mines in the year 1987. He received treatment for his injuries but could not recover fully. He was earlier working in the mines. He requested the Management to given him job of surface duty. The Management did not accede to his demand. The Management issued a false charge sheet levelling false and fake charges and under the pretext of departmental inquiry, removed him from service on 4-2-1994. According to the workman the action of the management was against law. The workman has accordingly prayed for his reinstatement with all back wages and benefits , setting aside his removal.
3. The case of the Management is that while he was working as Tub-Loader in Mohan Colliery of Kanhan Area, his work was found totally unsatisfactory as he was in the habit of absenting himself from duty without any intimation, permission or sanction of leave. He was given ample opportunity to improve himself but of no avail. He remained absent from duty from 4-12-1991 without any intimation, permission and sanction of leave. He was directed to report on duty many time which he did not comply. Thereafter the management issued a letter No.1203 dated 15-9-1992 directing him to report on duty immediately. The workman did not report on duty, hence the Management issued a charge sheet dated 18-9-1992 for his willful and unauthorized absence from work from 4-12-1991 to 18-9-1992. The workman submitted an application dated 16-9-1992 to the Branch Manager received by the Office on 19-9-1992 and reported on duty on 19-9-1992. He remained in office for three days i.e. 19-9-1992, 20-9-1992 ad 21-9-1992 but worked only on 19-9-1992, thereafter he remained absent from 21-9-1992 without any intimation, permission or sanction of leave. He did not care to reply to the charge sheet, hence the Management decided to constitute a departmental inquiry vide order of Management dated 30-9-92. Shri S.C.Chetrapal, the then Senior Personnel Officer of Mohan Colliery was appointed as Inquiry Officer. Shri A.K.Verma Safety Officer was appointed as the management representative. The Inquiry Officer fixed a date 28-10-92 and sent a memo notice dated 18-10-92 to the workman for fixing this date by registered post at his permanent address. The notice was returned back undelivered. A copy of this notice was also sent by Peon Shatru Prasad on the company accommodation address of the workman which was also returned back unserved because the workman was not found on that address. The workman did not appear before the Inquiry Officer on 28-10-1992. The inquiry was adjourned for 7-11-1992. Again a notice was sent to the workman by registered post which was returned undelivered. Then the inquiry was adjourned for 8-2-1993. The registered notice sent to the workman for this date was also received unserved, hence the notice was published in newspaper, Nav Bharat Times, Nagpur edition on 4-2-1993. The workman did not appear on this date also. Then the inquiry proceeded against the workman. Statements of the four witnesses were recorded and documents were produced by Management representative. The inquiry Officer submitted his Inquiry Report recording a finding of proof of charge of misconduct by way of habitual unauthorized and willful absence. The Disciplinary Authority after following the principles of natural justice agreed to the finding of the Inquiry Officer and then passed the impugned order of punishment of dismissal from service vide order dated 4-2-1994. Thus according to the management, the Inquiry was conducted according to Rules and procedures providing the workman sufficient opportunity which he never availed. The charges were proved during the inquiry and the punishment is also not disproportionate to the charges. Accordingly, the Management is requested that the reference be answered against the workman.
4. It comes from perusal of record that the workman did not appear during the proceedings before this Tribunal, hence award was passed by my learned Predecessor on 2-10-1999 holding that since the workman did not appear, the dispute probably cease to exist.
5. The workman preferred a writ petition before the High Court of M.P. at Jabalpur W.P.No.6369/2001 which was finally decided by the Single Bench vide order dated 27-4-2017. Hon`ble High Court of M.P. set aside the award holding that no dispute award could not passed and directed the Tribunal to pass a fresh award after giving opportunity of hearing to the parties.
6. After receipt of this order of Hon`ble High Court of M.P., notices were issued to the parties which were served. The parties appeared through their respective counsel. During the pendency of this case, it came out that the

workman had died in between, hence notices were sent to the legal representatives of the deceased workman and were served, but they have not appeared.

7. None appeared from the side of the workman. At the time of argument also, no written argument was filed. I have heard learned counsel for the Management and have gone through the record.

8. The following issues come up for determination in the case in hand:-

- (1) **Whether the inquiry conducted was legal and proper?**
- (2) **Whether the charges are proved from the inquiry?**
- (3) **Whether the punishment is proportionate to the charge?**
- (4) **Whether the workman is entitled to any relief?**

**9. ISSUE NO.1:-**

It comes out from the perusal of the record that the inquiry proceeded ex-parte against the workman. The burden to prove the fact that the workman was not given sufficient opportunity to defend himself during the inquiry is on the workman. No evidence has been adduced from the side of the workman on this point. On the other hand the case of the management is that notices were issued to the workman on the inquiry for each and every date. They could not be served because the workman was not found on the address mentioned in his service record, hence notices were published in the newspaper. He did not appear even thereafter.

10. Perusal of the record reveals that the charges framed against the workman was as follows:-

- (1) **Rule 26.24: Habit of absenting without sufficient reasons or habit of coming late.**
- (2) **Rule 26.30 Absence from duty without sanctioned leave or sufficient cause or overstaying beyond sanctioned leave.**

11. The perusal of the record further reveals that registered notice were sent to the workman for the dates fixed which were returned unserved as the workman was not found on the address mentioned in his service records. It is established that notices were published in the newspaper also.

12. The learned counsel for the management has referred to decisions of Hon'ble the Apex Court in case of **State of Tamil Nadu and Others Vs., M.Natrajan and Another (1997)4 LLN.50.,** wherein it has been held that when the delinquent employee choose not to participate in the inquiry, inspite of information, the Inquiry Officer was justified in proceeding with the inquiry in his absence.

13. IN another case the **State Bank of India and Others Vs. Narendra Kumar Pandey (2013)2 SCC 740** referred to by learned counsel for the management, it has been held that in ex-parte inquiry if the charges are borne out from the documents kept in normal business, no oral evidence is required to prove the charges. It was also held that when the delinquent employee did not appear before the Inquiry Officer, inspite of knowledge, the Inquiry Officer was justified to proceed ex-parte against him.

14. IN the light of the above discussion, the departmental inquiry is held legal and proper against the workman. **Issue No.1 is answered accordingly.**

**15. ISSUE NO.2:-**

The charge against the workman has been dealt earlier. I have gone through the report and the inquiry proceedings. There is a statement of four Management witness in support of charge. I have gone through their statement. These witnesses have filed documents in respect of attendance sheet which support their statement, hence from the aforementioned evidence collected during the inquiry, the finding of the inquiry officer that the charge of misconduct against the workman by way of unauthorized , willful absence from duty is justified in law and fact and the charges are held proved. **Issue No.2 is decided accordingly.**

**16. ISSUE NO.3-**

Before proceeding, the settled preposition of law on the issue requires to be mentioned, which is as follows:-

It is admitted proposition of law that the Court cannot sit in appeal or it cannot re-appreciate the evidence relied before Inquiry Officer; in as much as it cannot alter the order or punishment; however, the scope of invoking the powers given under Section 11 A of the Act, by the Labour Court is confined to the condition that the Court should interfere with the order of punishment when it is disproportionate with respect to the misconduct committed or it is harsh.

1. Hon'ble Apex Court in **B.C. Chayurvedi v. Union of India, (1995) 6 SCC 749** while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

*“The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof.”*

2. In DG, RPF vs. Sai Babu (2003) 4 SCC 331, Hon’ble Apex Court has observed that:

*Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department /establishment which the delinquent person concerned works.”*

3. In United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364 Hon’ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

*The common thread running through in all these decisions is that the court should not interfere with the administrators’ decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.*

*To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”*

4. In Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257 Hon’ble Supreme Court reiterated the legal position as follows:

*“..... The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”*

5. In State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580 Hon’ble Supreme Court stated that:

*“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.*

6. Hon’ble Apex Court in Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101 has observed that :

*“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.*

7. Hon’ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

*It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with*

*findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.*

17. As per Rules, willful and unauthorized absence from duty invites major punishment of dismissal also. Hence the punishment cannot be held so shockingly disproportionate to warrant any interference by this Tribunal. **Issue No.3 is also answered against the workman.**

**18. ISSUE NO.4:-**

In the light of the findings recorded in Issue No.2 and 3, the workman is held entitled to no relief. **Issue**

19. On the basis of the above discussion, following award is passed:-

**A. The action of the management of Mohan Colliery, WCL, PO Junardeo, District Chhindwara (M.P.) in dismissing Sh. Mangal S/o Munni, Tub Loader Mohan Colliery w.e.f. 4-2-94 is held to be justified in law and fact.**

**B. The workman is held entitled to no relief.**

20. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 649.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 93/2012) को प्रकाशित करती है।

[सं. एल-12012/46/2012-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 649.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2012) of the Cent. Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/46/2012- IR(B-1)]

D. GUHA, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**NO. CGIT/LC/R/93/2012**

**Present:** P. K. Srivastava, H.J.S..( Retd)

Shri Maharaj Kumar Nishad,  
S/o Shri Gorelal Nishad,  
Shankar Nagar, Nawagarh,  
District Bemetara (CG)

...Workman

**Versus**

The Branch Manager,  
State Bank of India,  
Sector-I, Bhilai  
District Durg (Chhattisgarh)

...Management

**AWARD****(Passed on 10-6-2022)**

As per letter dated 30-8-2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.I-12012/46/2012-IR(B-1) The dispute under reference relates to:

***“Whether the action of the management of State Bank of India in terminating the service of Shri maharaj Kumar Nishad w.e.f. 17/5/2009 is legal and justified? To what relief the workman is entitled? .”***

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense
2. The case of the workman as stated in his statement of claim is that he worked in the Nawgarh Branch of the Bank as a daily wager since 1996 to 17-5-2009 continuously and completed continuous service of 240 days in every year including the year preceding the date of his dis-engagement. He was disengaged without giving any notice or compensation. Being engaged continuously for around 13 years, he had acquired status of temporary staff, hence his dis-engagement is against law. Accordingly the workman has prayed for his reinstatement with back wages and benefits.
3. The case of the Management is mainly that there is Local Implementation Committee of staff members for welfare of staff members in every branch. The Branch manager is the ex-officio President of the Said Committee. The bank provides subsidy to the Committee for running canteen and catering services for the staff members working in the branch. The said Committee engages canteen boys. Then Bank has nothing to with the engagement of such canteen boys nor has any supervisory or administrative control over them. Payment of such canteen boys is made by the Local Implementation Committee and not by the Bank. The workman in fact was engaged as a canteen boy by the Local Implementation Committee. He was never engaged by the bank as claimed by the workman, hence there is no question of his dis-engagement by Bank rather he was dis-engaged by the Local Employment Committee. This is also the case of the Management that the workman never completed 240 days in continuous engagement in any year preceding the date of his disengagement, accordingly the Management has requested that the reference be answered against her workman.
4. The workman has filed rejoinder, wherein he has mainly reiterated his case as stated in his statement on oath.
5. None of the parties have filed any written or documentary evidence. The Management has filed written arguments. None was present for workman at the time of argument. The workman has not filed any written argument also.
6. I have gone through the written argument filed by the Management and record .
7. **The Reference is the issue for determination , in the case in hand.**
8. The initial burden to prove his case as taken in his statement of claim is on the workman. He has failed in doing so, hence holding his claim not proved, the reference deserves to be answered against the workman and is answered accordingly.
9. On the basis of the above discussion, following award is passed:-
  - A. The action of the management of State Bank of India in terminating the service of Shri maharaj Kumar Nishad w.e.f. 17/5/2009 is held to be legal and justified.**
  - B. The workman is held entitled to no relief.**
10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 650.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 8/2005) को प्रकाशित करती है।

[सं. एल-12012/236/2004-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 650.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/236/2004– IR(B-1)]

D. GUHA, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**JABALPUR**  
**NO. CGIT/LC/R/8/2005**

**Present:** P. K. Srivastava, H.J.S..( Retd)

Shri Kailash Prasad  
S/o Shri Bhuvneshwar Prasad  
Jhuggi No.23, Dharampuri,  
Near Regional College,  
Shyamla Hills Bhopal

...Workman

**Versus**

The Chief General Manager,  
State Bank of India  
Local Head Office,  
Hoshangabad Road,  
Bhopal (M.P.)

...Management

**AWARD**  
**(Passed on 10-5-22)**

As per letter dated 28-12-2004 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/236/2004-IR(B-1) The dispute under reference relates to:

***“Whether the action of the management of Chief General Manager, State Bank of India,Bhopal in terminating the services of Shri Kailash Prasad S/o Shri Bhuvaneshwar Prasad w.e.f. 1/2/1998 is justified? If not, to what relief the workman is entitled to? .”***

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.
2. The case of the workman as stated in his statement of claim is that he was called for interview by the management vide letter dated 27-4-1987 and after interview, he was first appointed as a daily wager on 11-5-1989 in the Govindpura Branch of the Bank in Bhopal since then he has been working continuously till 23-12-1992 in the said Branch and thereafter transferred to Sultaniya Road Branch, Bhopal where he worked continuously till 31-1-1998. He was illegally disengaged under the oral orders of management on 1-2-1998 without paying any compensation or notice which is against Section 25F of the Industrial Disputes Act,1947(hereinafter referred to as the word Act). His disengagement is also in violation of Section 25H of the Act as he was not called upon to join when the vacancy came out . Accordingly the workman has prayed that setting aside his dis-engagement, the workman be reinstated with all back wages and benefits.
3. According to the management the workman worked as a daily wager/mesanger in the Industrial Estate Govindpura Branch from 1-5-1989 to 30-9-1990. He worked for a total period of 362 days in this span. Thereafter, he worked in sultaniya road Branch from 15-8-1992 to 30-8-1998 for total number of 1473 days , hence he never completed 240 days continuously in any year including the year preceding the date of his dis-engagement. He was a daily wager and was engaged on daily basis and and when required. His disengagement is not violative of the Act. Accordingly the management has prayed that the reference be answered against the workman.
4. The workman has examined himself on oath as witness. He has been cross-examined by management.
5. The management has examined its witness Rajendra Kumar Tiwari, Chief Manager who has been cross-examined by the workman. The workman has filed and proved Exhibit W-1 his interview letter and Exhibit W-2 the certificate issued by the Branch manager. No documents has been filed by Management. The workman did not appear at the stage of arguments, hence arguments of learned counsel for the Management Shri Vijay Kumar Tripathi were



heard. Learned Counsel has filed written arguments also, which is on record . I have gone through the written arguments and record as well.

**6. The Reference is the issue for determination in the case in hand.**

7. Section 25B and Section 25F and Section 25 H of the Act are being reproduced as follows:-

**Section 25 B:-**

**Definition of continuous service.-**

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

**25F. Conditions precedent to retrenchment of workmen.-** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[\*\*\*] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

**25H. Re-employment of retrenched workmen.-** Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons.

8. The burden to prove continuous engagement for 140 days in any is on the workman. He has stated this fact in his examination in Chief in the form of an affidavit. In cross-examination he admits that he was called for work by the management as and when required. He also admits that he was not engaged by following recruitment procedure. He further states that no written appointment letter was issued to him.

9. Perusal of Exhibit W-2 makes it clear that according to this document, the workman worked as a daily wager for 171 days in 1989 and 190 days in the year 1990 which is below the bar of 240 days in a year. The management witness has stated categorically that the workman was a daily wager and was engaged by Bank as and when required. He never completed 240 days in any year. This witness has further stated that he worked for a total period of 382 days within the time span of 11-5-1989 to 30-9-1990 in I.E Govindpura Branch and for 1473 days within the time span of 15-8-1991 to 31-8-1998. This witness leads ignorance as to whether the workman was given any notice or compensation before his dis-engagement.

10. It is clear now that the present case is a case of affidavit vs. affidavit. One party asserts it and the other party denies it . IN absence of evidence corroborating the claim made by the workman in his affidavit, his claim cannot be held to be proved. Accordingly holding the claim of the workman not proved the workman is held entitled to no relief.

11. On the basis of the above discussion, following award is passed:-

**A. The action of the management ~of Chief General Manager, State Bank of India,Bhopal in terminating the services of Shri Kailash Prasad S/o Shri Bhuvaneshwar Prasad w.e.f. 1/2/1998 is held to be just and proper.**

**B. The workman is held entitled to no relief.**

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 651.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 5/2020) को प्रकाशित करती है।

[सं. एल-12011/63/2019-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 651.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/63/2019- IR(B-1)]

D.GUHA , Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/5/2020

**Present:** P. K. Srivastava, H.J.S..( Retd)

The General Secretary

Dainik Vetan Bhogi Bank Karmachari Sangathan

F-1 Tripti Vihar, Opp.Engineering College

Ujjain (M.P.)

...Workman

**Versus**

The Chief General manaer,

State Bank of India

Bhopal (M.P.)

...Management

#### AWARD

(Passed on 10<sup>th</sup> day of May-2022)

As per letter dated 27/12/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/63/2019-IR(B-1)The dispute under reference relates to:

***“Whether the demand of the Union, Dainik Vetan Bank karmchari Sangathan against the management of SBI, LHO Hoshangabad Road, Bhopal claiming difference fo wages w.e.f. 1.11.1999 to 2016 and regularization in service in favour of Shri Santosh Uchatia, daily wage workman is justified or not?if so, what relief the daily wager is entitled for? .”***

1. After registering the case on the basis of reference, notices were sent to the parties.
2. Inspite of service on parties, the workman never appeared. None of the parties have filed any statement of claim/defence inspite of sufficient time given to them.
3. Since the burden to prove the claim is on the workman in which he has miserably failed. May be the workman is not interested in pursing his claim.
4. Accordingly the reference deserved to be answered against the workman and is answered against the workman.
5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 652.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 122/2012) को प्रकाशित करती है।

[सं. एल-41012/33/2012-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 652.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of West Central Railway and their workmen.

[No. L-41012/33/2012- IR(B-1)]

D. GUHA, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR****NO. CGIT/LC/R/122/2012****Present:** P. K. Srivastava, H.J.S..( Retd)

Shri Dashrath Kumar Raikwar,  
S/o Shri Panalal Raikwar  
H.No.1868,Upper Lane,  
Railway Colony,Civil Lines,  
Jabalpur (MP)

... Workman

**Versus**

The Divisional Railway Manager  
West Central Railway  
Jabalpur (M.P.)  
The General Manager,  
West Central Railway,  
Indira market,  
Jabalpur (M.P.)

...Management

**AWARD****(Passed on 11-5-2022)**

As per letter dated 29/10/2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-41012/33/2012\_IR(B-1). The dispute under reference relates to:

***“Whether the demand of the disputant, Shri Dasrath Kumar Raikwar S/o Shri Pannalal Raikwar, for regularizing him in class-IV post w.e.f. 7/9/1999 by the Management of West Central Railway, Jabalpur is legal and justified? To what relief the workman is entitled?” .”***

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.

2. The case of the workman as stated in his statement of claim is that he was engaged as attendant in the Homeopathic Dispensary which is an undertaking or part of Central Railway, Jabalpur. Wages and salary were paid by Railways. He rendered his services from 7-9-1999 to 20-12-2003 without any break. He was discontinued from his services wrongly without any reason under the oral orders of Management without any notice or compensation which is against law. In the light of letter No.E/M dated 21-12-2006 issued by the Directorate of Railway Board and vide letter dated 3-5-2006 issued by the Joint Directorate Railway Board, the similarly situated employees who were junior to the workman were absorbed by the respondent. The workman filed petition before Central Administrative Tribunal which is OA No.798/2010. This petition was disposed of vide order dated 6-1-2011 with a direction to Management to consider the representation of the workman regarding his reinstatement and absorption. The management illegally rejected his representation vide order dated 16-5-2011 ignoring the directions issued by the Central Administrative Tribunal. The workman again filed a petition before Central Administrative Tribunal No. OA/883/2011 which was withdrawn with a liberty to avail remedy available under law. Thereafter, he raised a dispute before the Assistant

Labour Commissioner, Jabalpur since the dispute was not resolved within 45 days nor was the matter sent to the Central Government, he filed a case before this Tribunal. According to the workman the action of the management was arbitrary and against law. The workman has not been gainfully employed since the date of his dis-engagement. He has particularly prayed for his disengagement and absorption as regular Class-IV employee with all back wages and benefits.

3. The case of the management is that the Dispensary is not maintained and run by Railways but rather it is run by SBF, a Committee of Railway employees who employ private Homeopathic Doctors on honorary basis. The workman was not even employed by the SBF Committee because there was no post of Attendant to the Doctor. He was appointed by the Doctor himself to help him. It is further pleaded that the wages of the workman and Doctor were not paid by the Railways rather it was paid by the Committee. There has never been any relation of workman and employer between the management and the applicant workman. The Railway Board Letter dated 3-5-2006 provides the cut off date for eligible candidates for absorption as 10-6-1997 which has never been extended. Accordingly the Management has requested that the reference be answered against the workman.

4. The workman has examined himself on oath. He has proved photocopy of entries in the attendance register as Exhibit W-2. He has further proved a cheque issued by the Committee in favour of Dr.Nema for Rs.1100/- which is Exhibit W-3. He has also proved letter of Public Information Officer issued in R.T.I stating that expenses and wages of the persons working in the Homeopathy Hospital are paid by the SBF Committee as directed by Railway Board. This document is Exhibit W-4. The workman has also been cross-examined by the Management. The workman has also examined Shri C.L.Nema as its witness who has been examined and cross-examined on Commission. Dr. C.L. Nema has proved Exhibit W-1 which is certificate issued by him mentioning that the workman has been working as a peon in the Homeopathic Dispensary from 7-9-1999 to 7-9-2000. The workman has examined another witness Ajay Singh Kaurav, Ex-Railway Employee who has been cross-examined by the Management. The Management has examined Ram Singh, Chief Staff & Welfare Inspector Railways who has been cross-examined by the workman side.

5. None of the parties appeared for oral arguments. The management preferred to file written arguments which is on record. I have gone through the record as well. The following issues arises for determination, after perusal of record in the light of rival arguments:-

1. **“Whether the workman has successfully proved his continuous engagement for more than 240 days in a year under the Management?”**
2. **Whether the dis-engagement of the workman is against law?**
3. **Whether the workman is entitled to any relief?”**

6. **ISSUE NO.1:-** This issue has two points for determination. The first is whether the workman was employed under the Management of Railways and whether he continuously worked for 240 days or more in any year.?

7. As regards the first point for determination, the workman has stated that he was appointed by the Railways i.e. Management in the case as Assistant to the Homeopathic Doctor whereas the Management has denied and has stated that in fact he was engaged by the Doctor himself who was engaged by the SBF Committee of the Railway Employees and payment of wages were made to the Doctor and the workman by the SBF employees. The workman and management witness both have reiterated their case on this point. The Doctor witness C.L.Nema has submitted that the workman was employed by one Sharmaji of Personel Department who was Assistant Personnel Officer. This witness admits that wages has been paid from the Account of the SBF Committee.

8. The other witness Kaurav who is a retired Railway Employee has stated that he had seen the workman working in the Homeopathy Hospital. The photo copy of cheque provided by the workman goes to show that the cheque was issued by the SBF Committee, the RTI letter Exhibit W-4 also reiterates the same. There is no document regarding appointment of the workman in form of offer of appointment. The workman also admits that he did not go through any recruitment process before his engagement. Hence from the above discussion, the relationship of an employer and workman as defined in the Act is held not proved between the parties. It is held proved that the workman was working under the SBF Committee and not under the Railways.

9. As regards the point, whether the workman worked continuously for a period of 240 days in a year or not, the workman has proved attendance sheets which are photocopy and show his attendance. This attendance sheet is counter signed by the Doctor witness. The workman has further stated that he worked continuously for 240 days in every year. His dis-engagement is corroborated by proved attendance sheet, hence the fact that workman worked for 240 days in a year including the year preceding the date of his dis-engagement is held proved. **Issue No.1 is answered accordingly.**

10. **Issue No.2 & Issue No.3:-** For the sake of convenience, Issue No.2 and Issue No.3 are taken together. In the light of the finding on Issue No.1, the dis-engagement of the workman may be said to be against law because no notice or compensation was given by the Committee which engaged him before his dis-engagement but since the SBF

Committee is independent of the management of Railways which are a party to the reference, the workman is entitled to claim no relief from the Management of Railways'. **Accordingly Issue No.2 and Issue No.3 are answered.**

11. On the basis of the above discussion, following award is passed:-

- A. The demand of the disputant, Shri Dasrath Kumar Raikwar S/o Shri Pannalal Raikwar, for regularizing him in class-IV post w.e.f. 7/9/1999 by the Management of West Central Railway, Jabalpur is held to be just and proper.**
- B. The workman is held entitled to no relief.**

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 653.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष और प्रबंध निदेशक, मेसर्स भारत संचार निगम लिमिटेड, नई दिल्ली; मुख्य महाप्रबंधक, मेसर्स भारत संचार निगम लिमिटेड, त्रिवेंद्रम, प्रधान महाप्रबंधक, मेसर्स भारत संचार निगम लिमिटेड, बीएसएनएल, कार्यालय पुलीमूड जंक्शन, कोट्टायम के प्रबंधन के संबद्ध नियोजकों और जिला सचिव, बीएसएनएल कैजुअल कॉन्ट्रैक्ट लेबर यूनियन (सीटू) कोट्टायम के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- एर्नाकुलम के पंचाट(संदर्भ संख्या 28/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.06.2022 को प्राप्त हुआ था।

[सं. एल-40011/5/2020- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 653.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2020) of the Central Government Industrial-Tribunal-cum Labour Court - Ernakulam as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chairman and Managing Director, M/s. Bharat Sanchar Nigam Ltd., New Delhi ;The Chief General Manager, M/s. Bharat Sanchar Nigam Ltd., Trivandrum.; The Principal General Manager, M/s. Bharat Sanchar Nigam Ltd., BSNL Office, Pulimood Junction, Kottayam and The District Secretary, BSNL Casual Contract Labour Union (CITU), Kottayam, which was received along with soft copy of the award by the Central Government on 22.06.2022.

[No. - 40011/5/2020- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

**Present:** Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer  
(Wednesday the 27<sup>th</sup> day of April 2022, 7 Vaisakha 1944)

#### ID No.28/2020

- |               |   |  |
|---------------|---|--|
| Workman/Union | : | The District Secretary<br>BSNL Casual Contract Labour Union (CITU)<br>Kottayam District Committee<br>Kottayam - 682002   |
| Managements   | : | 1. The Chairman and Managing Director<br>M/s.Bharat Sanchar Nigam Ltd<br>Bharat Sanchar Bhavan<br>Harish Mathur Lane, Janpat<br>New Delhi – 110001<br><br>2. The Chief General Manager<br>M/s. Bharat Sanchar Nigam Ltd.<br>Kerala Circle<br>Trivandrum – 695033 |

3. The Principal General Manager  
M/s. Bharat Sanchar Nigam Ltd.  
BSNL Office  
Pulimood Junction  
Kottayam - 682002

This case coming up for final hearing on 27.04.2022 and the same day this Tribunal-cum-Labour Court passed the following:

#### AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-40011/5/2020-IR(DU) dated 17.07.2020 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

*"Whether the action of the management of BSNL in denying regularization as demanded by the BSNL Casual Contract Labour Union (CITU) vide letter dt.31.05.2019 to Rajendran K. and 40 others contract workers (as per the annexure-v enclosed) engaged in Kottayam SSA for the work of Technicians/Associate Engineers for doing line maintenance, Cable fault rectification and broadband maintenance/commercial works etc. in BSNL is proper and justified? If not, to what relief they are entitled to? What other directions, if any, are necessary in the matter?"*

3. After receipt of the reference from the Central Govt, notice was issued to the Union as well as Managements 1, 2 and 3. The Managements 2 and 3 entered appearance. Thereafter the matter was posted on various dates for filing claim statement. The Union never entered appearance. After 18.11.2021 there was no representation for the parties and no claim statement is filed inspite of the directions issued by this Tribunal. Finally the matter was taken up on 27.04.2022. There was no representation for the parties and no claim statement is filed even after 2 years after acknowledged the notice by the Union. Hence it is felt that the Union is not interested in prosecuting the industrial dispute and there is no point in continuing with the industrial dispute.

4. Hence a 'no dispute award' is passed holding that there is no merit in the claim of the Union.

The award will come into force one month after its publication in the official Gazette.;

Dictated to the Personal Assistant, transcribed and passed by me on this the 27<sup>th</sup> day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 654.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिला अभियंता (दूरसंचार), भारत संचार निगम लिमिटेड, मंडला (म.प्र.), के प्रबंधन के संबद्ध नियोजकों और श्री संतोष कुमार तिवारी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/8/2010) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 28.06.2022 को प्राप्त हुआ था।

[सं. एल-40012/82/2009- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 654.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/8/2010) of the Central Government Industrial-Tribunal-cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The District Engineer (Telecom), Bharat Sanchar Nigam Ltd. Mandla (M.P.) and Shri Santosh Kumar Tiwari, Worker, which was received along with soft copy of the award by the Central Government on 28.06.2022.

[No. L- 40012/82/2009- IR (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**JABALPUR**  
**NO. CGIT/LC/R/8/2010**

**Present:** P. K. Srivastava, H.J.S..( Retd)

Shri Santosh Kumar Tiwari  
 Qtr .No.S-41, Jail Lines,  
 Central Jail,  
 Jabalpur (M.P.)

...Workman

**Versus**

The District Engineer(Telecom)  
 Bharat Sanchar Nigam Ltd.  
 Mandla (M.P.)

...Management

**AWARD**

**(Passed on 10-6-22)**

As per letter dated 5/1/2010 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-40012/82/2009—IR(DU). The dispute under reference relates to:

***“Whether the action of the management of the District Engineer(Telecom,BSNL, Mandla, in terminating the services of Shri Santosh Kumar Tiwari w.e.f. 4/1/2006 is legal and justified?if not, what relief the workman is entitled to? .”***

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.
2. The case of the workman as stated in his statement of claim is that he has been working with the management as driver since 1995 in the office of District Engineer Telecom, Mandla as a daily wage on fixed salary of Rs.1600/-. He completed about 11 years in continuous service but in the capacity of daily wage driver and worked to the satisfaction of Management. He was issued various appreciation certificate from time to time by representative of the management. Also before working as a driver, he has worked continuously as a labour in muster roll from 1990 to 1995. The Management terminated his services w.e.f. May-2006 without any notice or compensation or opportunity of hearing inspite of the fact that there were clear vacant posts with the Management. According to the workman, the action of the management is against law and is liable to be set aside. Accordingly the workman has prayed that he be reinstated in service with all back wages and benefits.
3. The case of management is mainly that though the workman worked as a daily wage driver but he never worked continuously for 240 days in a year, hence his dis-engagement is not against law and reference deserves to be answered against the workman .
4. The workman has filed his rejoinder wherein he has mainly reiterated his case as taken in his statement of claim
5. In evidence, the workman has filed his affidavit as his examination in chief. He has proved documents Exhibit W-1 photocopy of log book which is appreciation letters issued by the Officers of the Management ,Exhibit W-2 to Exhibit W-11. He has also filed and proved gate pass issued to him on 5-4-2006 by management, Exhibit W-12 and the copies of all the application filed by him on different dates seeking his regularization Exhibit W-13 to W-19 and other were appreciation letters Exhibit W-20 to W-22. He has been examined by the Management. The Management has preferred not to examine any witness.
6. I have heard arguments of Mr. Praveen Yadav, learned counsel for the workman. None was present for the Management at the time of arguments. The Management has preferred not to file any written argument also. I have gone through the written argument and the record as well.
7. On perusal of record in the light of rival claims and arguments, the following issues come up for determination, in the case in hand:-
  - (1) **Whether the workman has successfully proved his continuous engagement of 240 days in every year including the year preceding the date of his disengagement?**
  - (2) **Whether the dis-engagement of the workman is justified in law and facts?**
  - (3) **Whether the workman is entitled to any relief?**

**8. ISSUE No.1:-**

The respective claims of the parties on this issue have been elaborated earlier. Before entering into merits some provisions of the Industrial Disputes Act, 1947 requires to be reproduced as follows:-

**Section 25 B:-****Definition of continuous service.-**

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

9. It is the case of the workman that he was appointed as a daily wager right from 1995 till March-2006. This fact is not disputed specifically by management in their written statement of defense. Another claim of the workman is that he continuously worked during this period for more than 240 days in every year including the date of his disengagement. The burden to prove this fact is on the workman because the management has denied this claim.

10. The workman has examined himself as witness and he has reiterated his claim as mentioned above in his examination-in-chief in the form of an affidavit. In his cross-examination he admits that he was first kept on muster roll as labour. He denies that he was called for duty as and when required. He also denies that he never worked continuously for 240 days in any year. There is nothing more significant in his cross-examination. The workman has further filed and proved appreciation letters Exhibit W-1 to W-14. Exhibit -17 to W-23 which certify that this workman has been working as a driver with the management as a daily wager and has been driving the management vehicle. This certificate ranges from 1996 to 2005. These certificates reiterate the case of the workman as stated by the workman in his statement on oath on this point. His case is further corroborated by Exhibit W-15, W-16 which show that the workman has been driving the Management vehicle. The workman has further filed photocopy of log book maintained by workman which is in 17 pages, Exhibit W-23. This document also corroborates the case of the workman as stated above.

11. His case is further corroborated by another set of photocopy of log book filed and proved by the workman which is 623 pages showing that he has been driving the Management vehicle. The latest entry in this document is of 17-3-2006 and the first entry of 4-3-1996.

12. As against this evidence, the Management has not filed and proved any documents nor has examined any witness. Hence there is no occasion for this Tribunal to disbelieve the claim of the workman as stated above. Accordingly the claim of the workman that he continuously worked for 240 days or more in every year from 1995 to 2006 including the year preceding the date of his dis-engagement is held proved. Issue No.1 is answered accordingly.

**13. ISSUE NO.2:-**

The workman has assailed his dis-engagement on two grounds. Firstly no notice or compensation was given before his dis-engagement. Hence there is violation of Section 25F of the Industrial Disputes Act, 1947 and consequently one Todar Singh junior to him was given permanent employment ignoring the claim of the workman, hence there violation of Section 25G of the Act. Section 25F and 25G of the Industrial Disputes Act, 1947 is being reproduced as below:-

**25F. Conditions precedent to retrenchment of workmen.-** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[\*\*\*] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]



**25G. Procedure for retrenchment.-** Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

14. It is not disputed that no notice or compensation was given by the management to the workman before his termination. The workman has reiterated this fact in his statement of oath also, hence the termination of the workman is in violation of Section 25F of the Act and is held so accordingly.

15. As regards the second ground, the workman has stated that One Todar Singh Yadav who was junior to him is still working in the department as a regular employee. The Management has not examined the workman on these facts. Hence it will be deemed that this facts were admitted by the Management, hence his disengagement of the workman is also held in violation of Section 25G of the Act. **Issue No.2 is answered accordingly.**

**16. Issue No.3:-**

In the light of the finding recorded earlier, the question arises as to what relief the workman is entitled to. Learned Counsel for the workman has submitted that the workman should be ordered to be reinstated with full back wages and benefits. He has referred to a decision of Hon'ble the Apex Court in the case of **Jasmer Singh Vs. State of Haryana & Others** (2015) 4 SCC 458. In this case it has been laid down in para 21 and 22 of the judgment that when order of termination is void ab initio, the workman is entitled to full back wages.

Hon'ble the Apex Court has referred to another three Bench Judgement in the **Deepali Gundu Surwase V. Kranti Junior Adhyapak mahavidyalaya**(2013) 10 SCC 324.

In the case of **Tapash Kumar Paul Vs. Bharat Sanchar Nigam Limited and Another** (2014) 15 SCC 313, a two Judges Bench has laid down certain criteria for awarding reinstatement with full back wages.

In another case **Municipal Council, Jintur V. Sunder Namdeo Khillare**(2013) LAB.I.C. 2818 Bombay High Court a Single Bench Judgement has been referred to by learned counsel for the workman. It has been laid down that when it was proved that six employees junior to the workman were regularized, the regularization of the applicant /dailywager workman, setting aside his termination is not un-justified.

In the case of Officer **Incharge Defence Standardization Cell V. Mukesh Kumar**(2013) LAB.I.C.3329. Delhi High Court, another Single Bench Judgement referred to by learned counsel for the workman the practice of appointing workman on monthly basis and renewing it every month for a period of 3 years as held unfair labour practice. The work done by him was of perennial nature. His termination was held unjustified in law. Direction of reinstatement of workman with 25% of back wages was upheld.

The case of **Deepali Gundu Surwase**(supra) is a three bench judgment, hence the principles laid down in this case will override the decisions of all the cases referred above. Hon'ble the Apex Court has laid down following broad principles which are as under:-

**“38. The propositions which can be culled out from the aforementioned judgments are :**

**38.1. In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.**

**38.2. The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the Court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.**

**38.3. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/ workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.**

- 38.4. The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11- A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/ workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved then it will have the discretion not to award fullback wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charges then there will be ample justification for award of full back wages.
- 38.5. The cases in which the competent Court or Tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the concerned Court or Tribunal will be fully justified in directing payment of full back wages. In such cases, the superior Court should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc., merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The Courts must always be kept in view that in the cases of wrongful/illegal termination of service, the wrong doer is the employer and sufferer is the employee/workman and there is justification to give premium to, the employer of his wrong doings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.
- 38.6 In a number of cases, the superior Courts have interfered with the award of the primary adjudicatory authority on the premise that finalization of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The Courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer, i.e., the employee or workman, who can ill afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases, it would be prudent to adopt the course suggested in *Hindustan Tin works Private Limited V. Employees of Hindustan Tin Works Private Limited* (supra).
- 38.7 The observation made in *J.K. Synthetics Ltd. V. K.P. Agrawal* (supra) that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three Judge Benches referred to here-in-above and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman.

Furthermore, in *Tapash Kumar Paul V. BSNL* (2014) 4 SCR 875 :[2014(6) SLR 538 (SC)], it is held :-

“Therefore, in the light of the decision of this Court in *Deepali Gundu's* case (supra) which has correctly relied upon higher bench decisions of this Court in *Surendra Kumar Verma's* case (supra) and *Hindustan Tin Works Pvt. Ltd.* (supra), I am of the opinion that the appellant herein is entitled to reinstatement with full back wages since in the absence of full back wages, the employee will be distressed and will suffer punishment for no fault of his own.”

17. Know coming to the case in hand, in the light of the aforesaid preposition of law, it is established that the workman has spent around eleven years as Driver and before that five years as muster roll. He has been a daily wager all throughout. This is also established that he has not been selected by following due procedure regarding recruitment of driver. There is evidence on record that there was a vacancy of driver at the time when the dispute was raised. This is also proved that one person junior to him has been given regular appointment as claimed by the workman in his statement on oath and the Management has not controverted this allegation by any evidence. Since the workman was not appointed as per recruitment procedure against any vacancy, his reinstatement will not be a relief justified in law. In my considered view, keeping in view the tenure of engagement and other facts concerned as mentioned above, a lump sum compensation of Rs.5,00,000/- (Rupees five lakh only) as full and final settlement of all his claims will meet the ends of justice. **Issue No.3 is answered accordingly.**

18. On the basis of the above discussion, following award is passed:-

- A. The action of the management of the District Engineer(Telecom,BSNL, Mandla, in terminating the services of Shri Santosh Kumar Tiwari w.e.f. 4/1/2006 is held against law.
- B. The workman is held entitled to a lump sum compensation of Rs.5,00,000/-(Rupees five lakh only) as full and final settlement of all his claims. The amount shall be payable by management within 30 days from the date of publication of Award in official gazette, failing which it shall attract simple interest @ 7% p.a. from the date of Award till payment.
- C. Parties to bear their own cost.

19. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.;

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 655.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एनी टाइम सर्विस प्रा. लिमिटेड, कार्यालय, टीए-91, ओरिएंटल बैंक ऑफ कॉमर्स के पास बेसमेंट, मुख्य तुगलकाबाद एक्सटेंशन, नई दिल्ली, महानिदेशक, मेसर्स महालेखा नियंत्रक, आईएनए, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और श्री शैलेंद्र सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 182/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.07.2022 को प्राप्त हुआ था।

[सं. एल-42025/07/2022-19-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 655.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 182/2019) of the Central Government Industrial Tribunal cum Labour Court – I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. Any time Service Pvt. Ltd., Office at, TA-91, Basement Near Oriental Bank of Commerce, Main Tughlakabad Extn. New Delhi.;The Director General, M/s. Controller General of Account, INA, New Delhi and Shri Shailendra Singh, Worker, which was received along with soft copy of the award by the Central Government on 08.07.2022.

[No. L-42025/07/2022-19-IR (DU)]

D. K. HIMANSHU, Under Secy.

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-I, NEW DELHI

**Present:** Smt. Pranita Mohanty

**ID.NO.182/2019**

Shri Shailendra Singh,  
S/o Late Shri Vijay Singh,  
R/o C-570, J.J. Camp, C-40,  
Near Gate No.6, Okhla Industrial Area,  
Phase-2 New Delhi-110020

...Workman

**Versus**

1. M/s. Any time Service Pvt. Ltd.,  
Office at, TA-91, Basement Near Oriental Bank of Commerce,  
Main Tughlakabad Extn.  
New Delhi-110019.

2. The Director General,  
M/s. Controller General of Account,  
INA, New Delhi.

...Management

**AWARD**

Present dispute has been raised by Shri Shailendra Singh (in short the workman) under the provisions of sub-section (2) of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). A period of 45 days stood expired from the date of making his application before the Conciliation Officer. Sub-section (2) of section 2-A of the Act empowers him to file a dispute before this Tribunal, without being referred by the appropriate Government. His contention stands substantiated by the provisions of sub-section (2) of section 2-A of the Act. Workman has been given a right by the Act to approach this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of her service, without a dispute being referred by the appropriate Government under sub-section (1) of section 10 of the Act. Since dispute was within the period of limitation, as enacted by sub section (3), and answered requirements of sub-section (2) of section 2-A of the Act, it was registered as an industrial dispute, even without being referred for adjudication by the appropriate Government, under section 10(1) (d) of the Act.

2. The claimant had moved an application with requested to withdraw the case as do not have any demands against the management. Now 'No Dispute/Claim' award passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 656.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बीआर अम्बेडकर बायो मेडिकल, अनुसंधान केंद्र, (एसीबीआर) नॉर्थ कैम्पस, दिल्ली,; मेसर्स प्रीमियर सेफगार्ड्स 20, विवेकानंद मार्केट, सेक्टर-2, आर के पुरम, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्रीमती किरणवती, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 236/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.07.2022 को प्राप्त हुआ था।

[सं. एल-42025/07/2022-18-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 656.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 236/2018) of the Central Government Industrial Tribunal cum Labour Court – II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/S. B.R Ambedkar Bio Medical, Research Centre, (ACBR) North Campus, Delhi,; M/s Premier Safeguards at 20, Vivekanand Market, sector-1, R.K Puram, New Delhi and Smt. Kiranwati, Worker, which was received along with soft copy of the award by the Central Government on 08.07.2022.

[No. L-42025/07/2022-18-IR (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, NEW DELHI**

**Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour

Court-I, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 236/2018**

**Date of Passing Award- 31.05.2022**

**Between:**

Smt. Kiranwati,  
W/o Late Shri Ram Kumar,  
R/o H. No. G-250, Gali No. 30 (Old Gali No.8),  
West Karawal Nagar,  
Delhi-110094.

...Workman

**Versus**

1. M/s. B.R Ambedkar Bio Medical,  
Research Centre,  
(ACBR) North Campus,  
Delhi- 110007.
2. M/s. Premier Safeguards at 20,  
Vivekanand Market, sector-1,  
R.K. Puram,  
New Delhi-110066.

...Managements

**Appearances:-**

Shri Sunil Kumar (A/R) : For the claimant  
None for the management (A/R) : For the Management

**AWARD**

This is an application filed by the claimant wherein she has stated that from 25.04.2017 she was employed as security Guard in the establishment of the management no.1 on a monthly wage of Rs. 7800/-. She had joined the service through the contractor M/s Premier Safeguard and the said management had assured her that the monthly salary would be Rs. 14000/- But the said salary was never paid to her and her remuneration per month was confined to Rs. 7400/-. At the time of her employment no appointment letter minimum wage facilities of PF and ESI, leave and overtime etc paid to her. She was not even allowed to sign in the attendance register for which she was often raising objection. On 24.08.2017 the management did not allow her to enter the premises and resume the duty. Her service was later on terminated w.e.f 31.08.2017. At the time of termination the provision of section 25F and G were never complied by the employer. Being aggrieved he had raised an industrial dispute before the Labour Commissioner where a conciliation took place. But the conciliation failed for the non cooperation of the management. Finding no other way she filed the present application seeking the relief of reinstatement, back wages and other consequential benefits.

Initially B R Ambedkar Bio Medical Research centre was added as the only management. Subsequently a contractor M/s Premier Safeguard was added as the respondent NO.2 by order dated 01.04.2019.

Being noticed though an official of Management no.1 had appeared on 09.10.2018 and received the copy of the claim no WS was filed. Subsequently the management NO.2 was proceeded exparte by order dated 22.11.2019 and on the same date the right of the management No.1 for filing WS was closed.

The claimant testified as WW1 and proved the failure report issued by the Labour Commissioner as WW1/1. The claim petition filed before the Labour Commissioner and the representation filed by the claimant to the management have been marked as WW1/3. The photocopy of the bank passbook showing credit of Rs. 7800/- per month in the account of the claimant has been filed. The reply submitted by the management no.1 during the conciliation showing breakup of the salary and the office note of management no.1 with regard to the claim of the claimant before the labour commissioner has been marked as WW1/5 and WW1/6 respectively.

In her oral testimony the claimant has stated that she was working for the management NO.1 to the satisfaction of the employer. But her service was abruptly terminated by the management and while doing so the provisions of section 25F and G were not complied. Describing the same as illegal act contrary to the provision of law the claimant has stated that a direction be given for his reinstatement with continuity and back wages.

The claimant has described herself as permanent employee and thus, the illegality committed in her termination.

Perusal of the evidence and the documents it appears that the claimant had worked as a security guard for a brief period i.e. from 25.04.2017 to 31.08.2017 i.e. for four months only. The provision of law laid u/s 25F of the ID Act clearly provides that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched until the workman has been given one month notice indicating the reason of retrenchment, has been paid 15 days average pay for a every completed year of continuous service etc. for the purpose of deciding continuous service it is required to be proved that he had worked for 240 days in a calendar year preceding to her retrenchment. Here is a case where the claimant had served for four months only and the office note of the management no.1 marked as WW1/6 clearly discloses that the service of the claimant was not satisfactory for which the contractor was asked to remove her from the premises. That instruction was carried out by the management. Such a situation this tribunal in absence of any other evidence is of the view that no illegality was committed in termination of the service of the claimant. Thus held that the claim is not maintainable and claimant is held not entitled to any relief. Hence, ordered.

**ORDER**

The claim petition be and the same is dismissed on merit. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 657.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, अशोक होटल, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और अशोक होटल मजदूर जनता यूनियन, चाणक्यपुरी, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 151/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.07.2022 को प्राप्त हुआ था।

[सं. एल-42011/144/2021-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th July, 2022

**S.O. 657.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 151/2021) of the Central Government Industrial Tribunal cum Labour Court – I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Ashok Hotel, New Delhi and The Ashok Hotel Majdoor Janta Union, Chanakyapuri, New Delhi, which was received along with soft copy of the award by the Central Government on 08.07.2022.

[No. L-42011/144/2021-IR (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-I, NEW DELHI**

**Present:** Smt. Parnita Mohanty

**ID.NO.151/2021**

The Ashok Hotel Majdoor Janta Union  
(Affiliated to HMS), C-47, Ashok Hotel  
Staff others, Chanakyapuri,  
New Delhi-110003

...Workman

**Versus**

The General Manager,  
Ashok Hotel,  
New Delhi-110021.

...Management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L42011/144/2021-IR-(DU) dated 30.11.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*"Whether the demand of Ashok Hotel Majdoor Hotel Janta Union vide letter dated 04.04.2019 to the management of Ashok Hotel, New Delhi for payment of bonus for the year 2017-18 directly to the garden employee as well as staff quarter employee is proper, legal and justified? If so, to what relief the disputant is entitled to and what other directions, if any, are necessary in the matter" ?*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days

of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union filed an application with the request to declare no dispute award regarding less payment of bonus for financial year 2017-2018. That during the period, the management has paid balance amount of bonus for the financial year 2017-18.

3. Since the workman and management no left any dispute regarding payment of bonus for the year 2017-18. Now 'No Dispute/Claim' award passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 11 जुलाई, 2022

**का.आ. 658.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बैंक नोट प्रेस, देवास (म.प्र.), के प्रबंधन के संबद्ध नियोजकों और महाप्रबंधक, बैंक नोट प्रेस क्रांतिकारी कर्मचारी संघ, देवास के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/99/2007) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.07.2022 को प्राप्त हुआ था।

[सं.एल-16011/5/2003-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th July 2022

**S.O. 658.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/99/2007) of the Central Government Industrial Tribunal cum Labour—Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bank Note Press, Dewas (M.P.) and The General Manager, Bank Note Press Krantikari Karmachari Sangh, Dewas which was received along with soft copy of the award by the Central Government on 07.07.2022.

[No. L-16011/5/2003- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/99/2007

**Present:** P. K. Srivastava, H.J.S..( Retd)

#### Versus

The General Manager  
Bank Note Press Krantikari  
Karmachari Sangh,  
3370, BNP Colony, Dewas.

...Workman

The General Manager,  
Bank Note Press,  
Dewas (M.P.)

...Management

#### AWARD

(Passed on 9-6-22)

As per letter dated 20/9/2007 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-16011/5/2003-IR(DU). The dispute under reference relates to:

***“Whether the demand of the Bhartiya Note Press Mazdoor Sangh for seeking similar incentives, for the workmen employed in Ink Factory, as paid to workmen in Bank Note Press, Dewas, is legal and justified? If yes, to what relief the workmen are entitled to?” .”***

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.
2. According to the workman Union the Bank Note press is a factory registered under the Factories Act and is engaged in printing of currency notes. There are various sections in the factories such as Control, printing, plate making, stores workshop, Ink Factory, dispensary, Estate, Administrative Section etc. The Bank Note Press launched a group incentive scheme with a view to increase production. The endorsement of the Scheme read as under :-  
**“The scheme will cover all industrial employees and such classified staff up to the level of inspector, Junior supervisors and store keepers attached to the factory, who are observing the same working hours and holidays as the factory and whose presence is necessary for efficient working of industrial employees . The scheme does not cover any office staff and staff engaged in Estate, Dispensary and Canteen.”**
3. According to the workman all the employees are covered under the definition of worker in Factories Act but they are being discriminated with regard to the incentive. The employees of Control, Canteen, and workshop sections are being given undue favour in this respect. The employees of canteen dispensary and estate staff are not being given benefit of incentive scheme at par with the workers of Printing Control workshop etc. According to the workman this against Rule 14 and 16 and Article 38 and 37 of the Indian Constitution. Accordingly, the workman Union has prayed that the benefit of Incentive Scheme be given to the workers working in Ink Factory and other sections at par with the workers working in Printing Control and workshop Sections.
4. The case of the management is mainly that the Order No.F.3(10)/80-BNP dated 5<sup>th</sup> October, 1983 which was made effective from 11-9-1983 (i.e. the date of signing of the agreement) has been applicable to both main Factory and Ink Factory. For example, earlier to this order, the incentive payment was payable only on the Basic pay for the employees of main Factory and Ink Factory. With this order the employees of the main factory and Ink Factory started getting incentive including basic pay + D.A. + ADA + 4 hours per week single rate Overtime Allowance as per Para 5 of this order, the workmen of Ink Factory would continue to remain a separate group as was being followed since 1977. The submission of the applicants that without slightest justification highly arbitrary discrimination was introduced in the scheme whereby relief is denied to employees working in the Ink Factory is totally wrong and baseless. In fact, the Ink Factory employees are also benefited with this order as the emoluments for the purpose of incentive included basic pay+DA+ADA=4 hours single OTA per week. The base level of the Ink Factory was 65% of the machine utilization which was reduced to 60% vide Order No.F.4(68)/83-BNP dated 5<sup>th</sup> March, 1987 which was further benefited the employees of the Ink Factory for earning incentive payment. Accordingly the management has prayed that the reference be answered against the workman.
5. In evidence the workman Union has examined Ramlal Manjhi who has been cross-examined by the management. The management has not cross-examined any witness.
6. Heard argument of Shri A.K.Shashi, learned counsel for the workman and Shri Shekhar Sharma, learned counsel for the management and have perused the record.
7. **The reference is the point for determination in the case in hand.**
8. The only point to be answered in the case is whether the Management is justified in granting two sets of incentive to the workers working in the Ink Factory and the workers working in the Main Factory. The case of the workman is that since both the section workers are required for production and printing of currency notes, hence there cannot be any discrimination in this respect. There is a copy of group incentive Scheme for the Bank Note press issued by the Ministry of Finance, Department of Economic Affairs, Union of India. Copy of this scheme is on the record of the file. According to para-3 the scheme will cover direct industrial workers of Printing Control department and Ink Factory and other workers which are essential staff direct supervisory staff and non-essential direct staff as mentioned in this Rule 6A provides about the rates of incentive. According to Rule 6 the direct workers of the printing press especially geletain section will be given incentive starting from 75%/40%/60% of the basis pay whereas the workers of Ink Factory will be given incentive of 65%/40%/60% of basic pay. It is clear that the group incentive scheme itself provides two rates of incentive to the workers of Printing Press and Ink Factory hence, the management of Bank Note Press cannot be held unjustified in law and fact in awarding incentive at two different rates to the workers of Printing Factory and Ink Factory and accordingly the workman of Ink Factory and other establishment are held not entitled to get incentive at par with workers of Printing Factory. The reference deserves to be answered accordingly.
9. On the basis of the above discussion, following award is passed:-



- A. **The demand of the Bhartiya Note Press Mazdoor Sangh for seeking similar incentives, for the workmen employed in Ink Factory, as paid to workmen in Bank Note Press, Dewas, is held not justified in law and fact.**
- B. **The workmen are held entitled to no relief.**

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 659.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मनाला बालाघाट क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 94/2005) को प्रकाशित करती है।

[सं. एल-12012/3/2005- आईआर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 659.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of Mandla Balaghat Kshetriya Gramin Bank and their workmen.

[No. L-12012/3/2005- IR(B-1)]

D. GUHA, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/94/2005

**Present:** P. K. Srivastava, H.J.S..( Retd)

The General Secretary,  
M.B.K.G.B. Karamchari Union,  
Motinagar, Ward No.24,  
Balaghat-481445 (M.P.)

...Workman

#### Versus

Mandla Balaghat Kshetriya Gramin Bank  
Behind Bus Stand,  
Mandla (M.P.)

...Management

#### AWARD

(Passed on 12-5-22)

As per letter dated 7/9/2005 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/3/2005-IR(B-1). The dispute under reference relates to:

***“Whether the action of the management of the Chairman, Mandla Balaghat Kshetriya Gramin Bank Mandla in not regularizing Shri Samlulal Yadav and terminating his services is legal and justified? if not, to what relief the workman is entitled for? .”***

1. After registering the case on the basis of reference, notices were sent to the parties. The parties have filed their respective statement of defence/claim.

2. The case of the workman as stated in his statement of claim is that he was appointed by the management bank after following due procedure against a clear vacancy w.e.f. 1-1-1998 for the post of Messenger and has been working continuously since then. He was not paid wages as paid to regular employees working on the same post and doing the same job which is in violation of Article 39(d) of Constitution of India. He has been paid wages on daily

rated basis by Management Bank after continuously engaging the workman for more than 240 days in every year, his services were terminated in the year 2005 without any notice or compensation which is against law. It is further stated that on 30-9-2000 five posts of permanent messenger were lying vacant as per the letter issued by the Head office of the management Bank. The Chairman of the Management Bank admitted in his letter dated 16-1-2004 that 55 persons were working on daily wages as messengers in different branches of the Bank but the management did not regularize his services which is also against law. The wages were paid by the Management to the workman through vouchers. Accordingly the workman has prayed that setting aside his dis-engagement, the workman be reinstated and regularized.

3. The case of the management is mainly that the earlier management of MandlaBalaghatShetriyaGramin Bank is now named as SatpuraShetriyaGramin Bank after amalgamation. The workman was engaged by the earlier bank before amalgamation, hence there has never been any relation of workman and employee between the present management of the Bank who have not been impleaded as party in the reference. It is also stated that the workman had in fact worked as a daily wager on the basis of availability of work in the Branch for which he was paid. Since he was not appointed against any vacancy, following the recruitment procedure, his disengagement without notice is not against law. Also it has been stated that he never completed 240 days or more in any year including the year of his alleged dis-engagement.

4. The workman has examined himself as a witness. He has been cross-examined by Management. He has been re-examined further. He has proved Exhibit W-1, W-2 and W-3 which are letter of Branch Manager dated 15-6-2011 certificate issued by the Branch dated 21-10-2010 and certificate dated 16-8-2014. The workman has further filed copy of letter of Branch Manager BhambhaniBhanjare sent by him to the General Manager on 21-10-2010, copy of dispatch register regarding 2008, 2009, 2010, 2011 all admitted by Management.

5. Management has filed copy of letter of District Employment Officer, Balaghat dated 15-3-2011 sent to the General Manager, copy of letter of General Manager dated 3-3-2011 regarding 23 vacancies of messengers in the Branch and requesting him to send names of the candidates. The Management has also filed requisition form (copy) for recruitment through employment exchanges, letter of Management dated 10-9-2010 sent to another employee HarilalHandaall admitted by workman and marked as Exhibit M1 to M4.

6. The Management has examined Vimal Kumar Jain Scale-I Officer as its witness who has been cross examined by the workman side.

7. I have heard arguments of learned counsel for the workman and Management. The Management has preferred written arguments also through its learned counsel ShriAshishShrotri. I have gone through the written arguments and the records.

8. Following issues arises for determination, in the case in hand after peruse of record in the light of rival arguments:-

1. **Whether the workman has successfully proved his disengagement for a period of 240 days in every year and the year preceding the date of his dis-engagement.?**
2. **Whether the dis-engagement of the workman is legal ?**
3. **Whether the workman is entitled to any relief?**

9. **Issue No.1 and Issue No.2:-** Since these two issues are inter linked with each other, they are being taken together. Section 25B of the Industrial Disputes Act is being reproduced as follows:-

#### **Section 25 B:-**

##### **Definition of continuous service.-For the purposes of this Chapter,--**

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

10. The case of the workman is that he was appointed as a messenger against the vacancy by the management. He has corroborated his case in his statement on oath, on this point. He has failed to file any appointment letter offering him appointment. He also admits that his name was not in any seniority list but the persons who was engaged later on was regularized. There is nothing in his statement to show that he was appointed by following the due procedure of recruitment. The Management witness has stated on oath that he was a daily wager to work on daily basis as and when required by the Branch and he never completed 240 days in continuous service in any year. The witness further denied that any workman junior to him was regularized.

11. Exhibit W-1 is the communication sent to the Branch Manager by General Manager of the Bank wherein he has stated that the Branch has taken the work of messenger from applicant/workman since long which is against the directions. The two certificates Exhibit W-1 and W-3 also corroborates the statement of the workman on this point, hence in the light of these facts, the stand of the workman that he worked continuously for 240 days in every year appears more to be more reliable and probable than the management witness on this point. Hence the workman is held to have proved his continuous engagement for 240 days in every year as a daily wager including the year preceding the date of his dis-engagement. It is also not disputed that no notice or compensation was issued before the dis-engagement of the workman. This is in violation of Section 25G of the Industrial Disputes Act, 1947 which is being reproduced as follows:-

**25G. Procedure for retrenchment.-** Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

12. Though the workman has taken another ground that persons engaged after the workman have been regularized but his allegation is held not proved in the light of the above discussion. **Issue No.1 and Issue No.2 is answered accordingly.**

13. **Issue No.3:-** In the light of the findings recorded earlier, the point which arises for consideration is as to what relief the workman is entitled. It has been submitted from the side of the management that the workman was not appointed against vacancy following recruitment procedure. It is also submitted that the Bank has amalgamated in another bank and on these grounds it has been submitted that the workman is not entitled to reinstatement/regularization of his services. Judgement of Hon'ble the Apex Court in **Hondaram Ramchandra Vs. Yeshwant Mahadev Kadam** (2007) 14 SCC 277 in this respect. Learned Counsel has further referred to another judgment of **Mahboob Deepak vs Nagar Panchayat Gajraula & Anr** (2008) 1 SCC 575. In the light of the principle laid down in these two judgments, the workman is held not entitled to reinstatement/regularization of his services. Keeping in view the period of his engagement for about 10 years and the facts and circumstances of the case in hand as mentioned above, a lump sum compensation of Rs.1,00,000/- in lieu of all his claims will meet the ends of justice. **Issue No.3 is answered accordingly.**

14. On the basis of the above discussion, following award is passed:-

- A. *The action of the of the Chairman, Mandla Balagaht Kshetriya Gramin Bank Mandla in not regularizing Shri Samlulal Yadav and terminating his services is held to be bad in law.*
- B. **The workman is held entitled a lump sum compensation of Rs.1,00,000/- (Rs. one lakh only) in lieu of his claims as full and final settlement payable by Management with interest @9% p.a. from the date of publication of Award in Official Gazette till the date of payment.**

15. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 660.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 60/2019) को प्रकाशित करती है।

[सं. एल-12011/31/2019-आई आर (बी-1)]

जी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 660.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/31/2019—IR(B-1)]

D. GUHA, Under Secy.

# ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/60/2019

**Present:** P. K. Srivastava, H.J.S..( Retd)

The General Secretary,  
All India State Bank of India Employees  
Association, C/o State Bank of India,  
Shahpura Branch (Bhopal)

...Workman

# Versus

The Chief General manager  
Stater Bank of India  
Local Head office  
Hoshangabad Road,  
Bhopal (M.P.)

...Management

# AWARD

(Passed on 10<sup>th</sup> day of May-2022)

As per letter dated 9-8-2019 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/31/2019-IR(B-1) The dispute under reference relates to:

*“Whether the action of the management of Chief General Manager, State Bank of India (Erstwhile State Bank of Indore) in terminating the services of workmen Shri Nemi chand Patel w.e.f. February-2013 & Shri Mahesh Mehra w.e.f. 2010 & not regularising them even after completion of 240 days in a calendar year is legal and justified?if not to what relief the above workmen are entitled for? .”*

1. After registering the case on the basis of reference, notices were sent to the parties.
2. Inspite of service on parties, the workman never appeared. None of the parties have filed any statement of claim/defence inspite of sufficient time given to them.
3. Since the burden to prove the claim is on the workman in which he has miserably failed. May be the workman is not interested in pursuing his claim.
4. Accordingly the reference deserved to be answered against the workman and is answered against the workman.
5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 661.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 3/2020) को प्रकाशित करती है।

[सं. एल-12011/64/2019-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 661.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/64/2019- IR(B-1)]

D. GUHA, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR****NO. CGIT/LC/R/3/2020****Present:** P. K. Srivastava, H.J.S..( Retd)

The General Secretary,  
Dainik Vetan Bhogi Bank karmachari Sangathan,  
F-1, Tripti Vihar. Opposite Engineering college  
Ujjain (M.P.)

...Workman

**Versus**

The Dy.General manager (O & C)  
State Bank of India,  
Local Head Office  
Hoshangabad road,  
Bhopal (M.P.)

...Management

**AWARD**(Passed on 10<sup>th</sup> day of May-2022)

As per letter dated 23/12/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/64/2019-IR(B-1) The dispute under reference relates to:

*“Whether the demand of the Union named Dainik Vetan Bhogi Bank Karmchhari Sangathan claiming Bonus payment in favour of Shri Santosh Uchatiya daily wage employee(Sweeper for the period from 1-11-99 to 31-3-2016 is justified or not?If so, what relief the daily wagger is entitled for? .”*

1. After registering the case on the basis of reference, notices were sent to the parties.
2. Inspite of service on parties, the workman never appeared. None of the parties have filed any statement of claim/defence inspite of sufficient time given to them.
3. Since the burden to prove the claim is on the workman in which he has miserably failed. May be the workman is not interested in pursuing his claim.
4. Accordingly the reference deserved to be answered against the workman and is answered against the workman.
5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 662.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य, मध्य प्रदेश ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 55/2014) को प्रकाशित करती है।

[सं. एल-12012/12/2014-आईआर (बी-1)]

जी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 662.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of Central Madhya Pradesh Gramin Bank and their workmen.

[No. L-12012/12/2014—IR(B-1)]

D. GUHA, Under Secy.

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/55/2014**

**Present:** P. K. Srivastava, H.J.S..( Retd)

Shri Dhruvdas Kolare,  
Ward No.-16,Parasia,  
District Chhindwara

...Workman

**Versus**

The President ,  
Central Madhya Pradesh Gramin Bank  
South Civil Lines,  
Chhindwara (M.P.)

...Management

### AWARD

**(Passed on 11-5-2022)**

As per letter dated 11/3/2014 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/12/2014-IR(B-1). The dispute under reference relates to:

***“Kya shri Dhruvdas Kolare jo varsh 2004 se 2011 tak Central Madhya Pradesh Gramin Bank, Chandmeta mein Dainik Vetan Bhogi Karmachari ke roop mein mein neyojit the ko bank Prabhandan ke dwara Neyemet kamgar ke roop mein shamil kar neyamit na kiye jaana uchhit hai?Yadi nahi to Shri Dhruvdas Kolare kya anutosh paane ke adhikari hain? .”***

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of defence/claim.
2. The case of the workman as stated in his statement of claim is that he worked as a peon continuously without any break in Chaandmeta Branch of the Bank from year 2004 to year 2007 and in Parasiya Branch from year 2007 to year 2011. He was discontinued by Management without any notice or compensation in August-2011. The three other employees namely Jugal Kishore Aldak, Sudhakar Dhakre and Chandrakan Baraskar were working in the Respondent Bank who were on similar footing, raised a dispute and they were ordered to be regularized by Labour Court Chhindwara. According to the workman, the Management has acted arbitrarily in disengaging the workman and not regularizing him.
3. According to the management, the workman was engaged as a daily wager on the availability of the work in the Bank. He never worked continuously for 240days in any year including the year preceding the date of his disengagement. The management has further denied any regularization of service of Jugal Kishore Aldak, Sudhakar Dhakre and Chandrakan Baraskar as mentioned by the workman. Accordingly, the management has prayed that the reference be answered against the workman.
4. The workman has examined himself on oath as witness. He has filed and proved Exhibit W-4 letter dated 5-7-2005 issued by the Bank. Exhibit W-5 is photocopy of deposit slip and Exhibit W-6 is photocopy of payment voucher, Exhibit W-7 is photocopy of stamp voucher, Exhibit W-8 is schedule for preparing and depositing cheque. Another Voucher is Exhibit W-9, a letter of management is Exhibit W-10, deposit of cheque is Exhibit W-11, letter written by cashier is Exhibit W-12 and another letter issued by Bank is Exhibit W-13. Exhibit W-1 is the notice issued by the Assistant Labour Commissioner during the pendency of the dispute, Exhibit W-2 is letter of Assistant Labour Commissioner to Secretary of the Ministry which are admitted by the Management.
5. The Management has filed deposit slip/payment voucher of copies admitted by workman which are Exhibit M-1 to Exhibit M-16 and has examined its witness Tikaram Joshi, Branch Manager who was not cross-examined by the workman, hence opportunity was closed. I have heard arguments of workman in person. The Management has not

submitted any written argument. I have perused the record in the light of the rival arguments. The following issues come up for determination in the case in hand:-

1. **Whether the workman has successfully proved his continuous engagement for 240 days in a year including the year preceding the date of his dis-engagement?**
2. **Whether the dis-engagement of the workman is legal?**
3. **Relief to which the workman may be entitled to?**

6. **ISSUE NO.1:-**

Before entering into any discussion Section 25B of the Industrial Disputes Act, 1947, requires to be reproduced as under:-

**Section 25 B:-**

**Definition of continuous service.-**

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

7. The case of the workman is that he was appointed on regular basis, whereas according to the Management the workman was employed as a daily wager who never completed 240 days in any year in continuous service. From the evidence on record, it transpires that the workman was not selected following the recruitment process. There is no evidence to support this point. A comparative study of the statement of the workman in the light of the statement of the Management witness brings out and establishes the fact that the workman was a daily wager, engaged by the Management. Though the Management witness had denied the continuous engagement of workman for 240 days and more in any year but Management witness has not appeared for cross-examination and secondly the statement of the workman is consistent on this point and is supported by the documents Exhibit W-1 to W-8 proved by the workman and payment vouchers filed by Management itself. Hence on the basis of the above discussion, the workman is held to have successfully proved his continuous engagement as a daily wager in every year including the year preceding the date of his dis-engagement. **Issue No.1 is answered accordingly.**

8. **ISSUE NO.2:-** It is the case of the workman that he was not paid any notice or compensation before his dis-engagement. The Management states that no notice or compensation was required, hence it is established that the workman was dis-engaged without any notice or compensation. In the light of the fact that he has successfully proved his continuous engagement for 240 days in every year, the dis-engagement of the workman without any notice or compensation is nothing but violative of Section 25G of the Industrial Disputes Act, 1947 which is as follows:-

**25G. Procedure for retrenchment.-** Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

Thus, accordingly, **Issue No.2 is answered.**

9. **ISSUE NO.3:-** In the light of finding recorded above, the point arises as to what relief the workman is entitled to. The workman has been working as a daily wager from the year 2003 to 2011. Since he was not appointed by following the recruitment procedure, he does not deserve to be reinstated. Thus, keeping in view the tenure of his dis-engagement and the fact that he was simply a daily wager, he is held entitled to lump sum compensation. Keeping all the facts in consideration, a lump sum compensation of Rs.50,000/- (Rupees fifty thousand only) in lieu of his claims will be just and equitable in the case in hand. **Issue No.3 is answered accordingly.**

10. On the basis of the above discussion, following award is passed:-

- A. The action of the management as mentioned in the reference is held to be against law and is unjustified.
- B. The workman is held entitled to a lump sum compensation of Rs.50,000/-(Rupees fifty thousand only) in lieu of his claims with interest @9% p.a. from the date of notification of Award in Gazette till the date of payment.
- C. No order as to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.-

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 663.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वरिष्ठ मंडल प्रबंधक, भारतीय जीवन बीमा निगम, अजमेर के प्रबंधन के संबंधित नियोजकों और सचिव, ऑल इंडिया अनुसूचित जाति/अनुसूचित जनजाति एवं बुद्धिष्ट एल.आई.सी. एम्प्लॉईज वेलफेयर एसोसिएशन, अजमेर के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर पंचाट (संदर्भ संख्या 75/2007) को प्रकाशित करती है।

[सं. एल- 17011/7/2007-आईआर(एम)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 663.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2007) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Senior Division Manager, Life Insurance Corporation of India, Ajmer and The Secretary, All India Anusuchit Jati/Anusuchit Janjati and Buddhist L.I.C. Employees Welfare Association Mandal, Ajmer.

[No. L-17011/7/2007-IR(M)]

D. GUHA, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी. प्रकरण सं. 75/2007

पीठासीन अधिकारी : राधामोहन चतुर्वेदी

रेफरेन्स नं.स. 17011/7/2007-IR(M) दिनांक 15/11/2007

सचिव, ऑल इंडिया अनुसूचित जाति/अनुसूचित जनजाति एवं बुद्धिष्ट एल.आई.सी. एम्प्लॉईज वेलफेयर एसोसिएशन मण्डल, कार्यालय भारतीय जीवन बीमा निगम रानाडे मार्ग, अजमेर

... प्रार्थी

बनाम

वरिष्ठ मण्डल प्रबंधक, भारतीय जीवन बीमा निगम मण्डल, कार्यालय, जीवन प्रकाश रानाडे मार्ग, पोस्ट बैग नं. 02 अजमेर

प्रार्थी की ओर से : श्री रमेश चन्द्र बुन्देल — प्रार्थी श्रमिक  
अप्रार्थी की ओर से : श्री जुगल किशोर अग्रवाल —अधिवक्ता



## : अधिनिर्णय :

दिनांक : 29-03-2022

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 15/11/2007 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) डी व 2 ए के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में निम्नांकित विवाद इस अधिकरण को न्यायनिर्णयन हेतु संदर्भित किया गया

“Whether the action of the management of Sr. Divisional Manager, LIC of India, Zonal Office, Ranade Marg, Ajmer vide order dated 29/2/2005 in deducting three increments of Sh. Ramesh Chand Bundale is justified and legal ? If not, to what relief the workman is entitled ?”

2. तदुपरांत दिनांक 13.2.2012 को इस विवाद में अंकित तिथि “29.2.2005” को संशोधित कर “28.02.2005” संशोधित किया गया। तत्पश्चात् दिनांक 20.4.2012 को पुनः संशोधन करते हुये श्रम न्यायालय अजमेर को इस विवाद से विलोपित कर दिया गया।

3. दि. 26.2.2010 को प्रार्थी ने दावे का अभिकथन प्रस्तुत किया और यह कहा कि विपक्षी ने प्रार्थी के विरुद्ध दि. 30.4.2007 को जांच कार्यवाही प्रारंभ कर श्री पी.एन. मित्तल प्रबंधक को जांच अधिकारी नियुक्त किया था। प्रार्थी ने दि. 8.9.2004 तथा 20.10.2004 को पत्र प्रेषित कर जांच अधिकारी को बदले जाने का निवेदन किया लेकिन विपक्षी ने इस पर कोई विचार नहीं किया। इस स्थिति में प्रार्थी को यह आशंका हो जाने पर कि उसे न्याय प्राप्त नहीं हो सकेगा, विभागीय जांच में उपस्थित होने हेतु जो पत्र विपक्षी ने उसे दिये थे, उन्हें लेने से इंकार कर दिया। विपक्षी द्वारा प्राकृतिक न्याय के विपरीत जाकर अवैध रूप से 16.11.2005 को दंडादेश पारित कर प्रार्थी को देय वेतनमान में से 3 वार्षिक वृद्धि स्थायी तौर पर घटाये जाने की शास्ति दी गई। आदेश के विरुद्ध अपील और मेमोरियल याचिका प्रार्थी ने प्रस्तुत किये। जिन्हें भी बिना व्यक्तिगत सुनवाई किये प्रार्थी के विरुद्ध पूर्वाग्रहग्रस्त होकर दंडादेश यथावत रखा एकाधिक आरोप पत्र विपक्षी ने प्रार्थी को दिये जो अवैध एवं दूषित हैं। अतः अप्रार्थी के विरुद्ध अवार्ड पारित कर प्रार्थी रमेश चंद के विरुद्ध पारित दंडादेश दि. 16.11.2005 को अपास्त करें और काटी गई वेतनवृद्धि के परिलाम दिलाये जावें।

4. विपक्षी ने वादोत्तर प्रस्तुत करते हुये यह कहा कि प्रार्थी यूनियन का पंजीयन श्रमिक यूनियन के रूप में नहीं हुआ तथा वह एक राजनैतिक संगठन है। सेवा संबंधी ऐसे मामले जिसमें सेवासमाप्ति का दंड ना हो केवल ऐसे श्रमिक संगठन द्वारा उठाया जा सकता है जो ट्रेड यूनियन एक्ट के अंतर्गत पंजीकृत हो। श्रमिक रमेश चन्द बुन्देल आदतन अनुशासनहीन व्यक्ति है। प्राकृतिक न्याय के सिद्धान्तों को ध्यान में रखते हुये ही रमेश चन्द बुन्देल को दंडित किया जा चुका है। रमेश चन्द बुन्देल के विरुद्ध की गई जांच विधि के अनुरूप है। जांच अधिकारी द्वारा प्रेषित विभिन्न पत्र उसने जानबूझकर नहीं लिये। अतः वाद निरस्त किया जावें।

5. दि. 24.1.2017 को प्रार्थी रमेश चन्द बुन्देल द्वारा लिखित तर्क प्रस्तुत किये गये तथा दि. 16.5.17 को विपक्षी द्वारा लिखित तर्कों का प्रतिउत्तर प्रस्तुत किया गया।

6. दि. 8.3.2022 को उभयपक्ष ने यह निवेदन किया कि चूंकि दोनों ही पक्षों के लिखित तर्क प्रस्तुत किये जा चुके हैं इसलिये उन्हीं के आधार पर प्रकरण में गुणागुण के आधार पर अधिनिर्णय पारित कर दिया जावें। इस निवेदन को स्वीकार कर अधिनिर्णय पारित किया जा रहा है।

7. सर्वप्रथम यह दृष्टव्य है कि क्या रमेश चन्द बुन्देल ने इस अधिकरण को प्रेषित औद्योगिक विवाद के अनुरूप अनुतोष प्राप्त करने के लिये दावे का अभिकथन प्रस्तुत किया है? श्रम मंत्रालय द्वारा दि. 15.11.2007 को संदर्भित विवाद में प्रार्थी के विरुद्ध दि. 29.2.2005 को पारित दंडादेश, जिसके माध्यम से प्रार्थी को देय वेतनमान में से 3 वार्षिक वेतनवृद्धियां काटी गई थी, की वैधता के परीक्षण का निर्देश दिया गया था। दि. 13.2.2012 को विवाद को संशोधित करते हुये दंडादेश की तिथि “29.2.2005” के स्थान पर “28.2.2005” संशोधित की गई। इस स्थिति में प्रार्थी से यह अपेक्षा थी कि वह संदर्भित विवाद के अनुरूप ही अपने दावे का अभिकथन अधिकरण के समक्ष प्रस्तुत करता, किंतु प्रार्थी द्वारा प्रस्तुत दावे के अभिकथन का पठन मात्र यह दर्शाता है कि प्रार्थी ने दंडादेश दि. 28.2.2005 के विरुद्ध कोई अनुतोष ही नहीं मांगा। वरन् इसके स्थान पर दंडादेश दि. 16.11.2005 के विरुद्ध अनुतोष मांगा है।

8. विपक्षी ने भी आश्चर्यजनक रूप से अपने वादोत्तर में इस संबंध में कोई आपत्ति नहीं कि प्रार्थी द्वारा प्रस्तुत मांग विवाद के अनुरूप नहीं है। यही नहीं प्रार्थी ने अपने लिखित तर्कों में भी जिस दंडादेश को अपास्त करने का निवेदन किया है उसकी तिथि भी 16.11.2005 ही है, जबकि संदर्भित विवाद में दंडादेश दि. 28.2.2005 की वैधता का परीक्षण अपेक्षित है। इसी क्रम में एक और महत्वपूर्ण तथ्य विपक्षी द्वारा दि. 28.1.2020 को प्रार्थना पत्र प्रस्तुत करते हुये इस अधिकरण के संज्ञान में लाया गया है। इस प्रार्थना पत्र के साथ विपक्षी द्वारा श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण अजमेर द्वारा दि. 13.11.2013 को पारित अवार्ड की प्रति प्रस्तुत की गई है। इस अवार्ड के अवलोकन से यह स्पष्ट हो जाता है कि विद्वान श्रम न्यायालय एवं औद्योगिक न्यायालय अजमेर द्वारा भी केन्द्र सरकार द्वारा प्रेषित रेफरेंस सं. र.17012६६२008दृष्टः दि. 23.6.2008 के अंतर्गत निम्नांकित विवाद “Whether the action of the management of Sr. Divisional Manager, LIC of India, Divisional Office, Ranade Marg, Ajmer in deducting the three increments vide order dated 28/2/2005 from the salary of Sh. Ramesh Chand Bundel is just and legal ? If not, to what relief the workman is entitled to?” का न्यायनिर्णयन किया गया है। इस

स्थिति में यह प्रमाणित हो जाता है कि केन्द्र सरकार द्वारा एक ही विवाद को दो भिन्न-भिन्न अधिकरणों को न्यायनिर्णयन हेतु संभवतः भूलवश दो बार संदर्भित कर दिया गया। क्योंकि इस अधिकरण को प्रेषित विवाद वहीं विवाद है जिसे श्रम न्यायालय अजमेर को भी पुनः संदर्भित कर दिया गया। महत्वपूर्ण तथ्य यह है कि अजमेर अधिकरण द्वारा संदर्भित वाद का न्यायनिर्णयन करते हुये 13.11.2013 को ही अधिनिर्णय पारित कर दिया गया किंतु प्रार्थी ने इस तथ्य की जानकारी अज्ञातकारणवश इस अधिकरण को नहीं दी। विपक्षी की ओर से भी दि. 28.1.2020 के पूर्व अधिकरण को कोई जानकारी इस संबंध में उपलब्ध नहीं करवायी गई।

9. इस स्थिति में इस अधिकरण का यह सुविचारित निष्कर्ष है कि प्रार्थी द्वारा प्रस्तुत मांगपत्र संदर्भित विवाद के अनुसरण में नहीं है तथा इस अधिकरण को संदर्भित विवाद जो प्रार्थी के विरुद्ध पारित दंडादेश दि. 28.2.2005 से संबंधित था, श्रम न्यायालय अजमेर द्वारा दि. 13.11.2013 को ही अधिनिर्णित किया जा चुका है।

10. विपक्षी द्वारा जो आक्षेप मांगपत्र की पोषणीयता के संबंध में किये गये हैं तथा प्रार्थी के विरुद्ध की गई विभागीय जांच के परीक्षण के संबंध में अपेक्षित हैं, उन पर कोई विचार किया जाना इस विवाद में विद्यमान परिस्थितियों के कारण आवश्यक नहीं रह जाता है।

11. चूंकि प्रार्थी द्वारा विवाद में संदर्भित दंडादेश दि. 28.2.2005 के संबंध में कोई दावे का अभिकथन ही प्रस्तुत नहीं किया गया है तथा दि. 28.2.2005 को पारित दंडादेश के संबंध में श्रम न्यायालय अजमेर द्वारा अधिनिर्णय पूर्व में ही पारित किया जा चुका है, प्रार्थी संदर्भित विवाद के अंतर्गत कोई अनुतोष इस अधिकरण से प्राप्त करने का अधिकारी नहीं है।

12. श्रम मंत्रालय, भारत सरकार, नई दिल्ली द्वारा संदर्भित विवाद चूंकि त्रुटिवश न केवल इस अधिकरण को वरन् श्रम न्यायालय अजमेर को भी प्रेषित कर दिया गया है, इसलिये इस विवाद का निस्तारण उपर्युक्तानुसार ही किया जाता है।

13. श्रम मंत्रालय भारत सरकार द्वारा इस अधिकरण को न्यायनिर्णयन हेतु प्रेषित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।

14. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 664.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री संजय कुमार नरानिया, दौसा, राजस्थान के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर पंचाट (संदर्भ संख्या 27/2013) को प्रकाशित करती है।

[सं. एल-17012/3/2013-आईआर (एम)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 664.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2013) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and Shri Sanjay Kumar Naranian, Dausa, Rajasthan.

[No. L-17012/3/2013-IR(M)]

D. GUHA, Under Secy.

## अनुबंध

## केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 27/2013

Reference No. L-17012/3/2013-IR (M)

Dated: 12.04.2013

श्री संजय कुमार नरानिया पुत्र श्री गंगा सहाय नरानिया,  
मोहल्ला रैगरान, वार्ड नं. 23, भेरुजी का खुरा, तहसील एवं जिला— दौसा, (राजस्थान)। ...प्रार्थी

## बनाम

1. भारतीय जीवन बीमा निगम, जरिये मण्डल प्रबंधक,  
मण्डल कार्यालय— प्रथम, 'बीमा भवन' भगवान दास रोड़, अम्बेडकर सर्किल, जयपुर।
2. भारतीय जीवन बीमा निगम, जरिये मण्डल प्रबंधक,  
मण्डल कार्यालय— द्वितीय, नानगी प्लाजा, ए— 20, अनीता कॉलोनी,  
गांधी नगर रेलवे स्टेशन के पास, जयपुर।
3. भारतीय जीवन बीमा निगम, जरिये शाखा प्रबंधक,  
शाखा कार्यालय— जीवन ज्योति, क्लेक्ट्रेट चौराहा, खान भांकरी रोड़, दौसा। ...अप्रार्थीगण/विपक्षी

## उपस्थित:-

प्रार्थी की ओर से : श्री अमृत प्रसाद शर्मा, अधिवक्ता।

अप्रार्थी की ओर से : श्री जुगल किशोर अग्रवाल, अधिवक्ता।

## : अधिनिर्णय :

दिनांक : 26.05.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 12.04.2013 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जायेगा) की धारा 10 (1) (डी) व 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

**“Whether Shri Sanjay Kumar Narania, workman has worked for more than 240 days continuous service at LIC Branch Office, Dausa under control of the management of LIC of India, DO Office-II, Jaipur? If so, to what relief the workman is entitled to?”**

2. प्रार्थी की ओर से दिनांक 17.10.2013 को अपने दावे का अभिकथन प्रस्तुत किया गया। प्रार्थी का कथन है कि उसने विपक्षी सं. 3 के दौसा कार्यालय में अपने योग्यता प्रमाण पत्रों सहित आवेदन प्रस्तुत किया था जिस पर उसे साक्षात्कार के लिए उसे बुलाया गया। प्रार्थी 19.04.2007 को साक्षात्कार में उपस्थित हुआ, तदुपरांत 25.04.2007 को विपक्षी के दौसा कार्यालय में जलसेवक के पद पर नियुक्ति दे दी गई। तदुपरांत प्रार्थी को पुनः विपक्षी सं.— 3 द्वारा 18.08.2008 को मूल प्रमाण पत्रों सहित साक्षात्कार के लिए बुलाया गया। साक्षात्कार के पश्चात विपक्षी सं.— 3 के कार्यालय में जलसेवक के पद पर प्रार्थी को 19.08.2008 को नियुक्ति दी गई। माह अप्रैल, 2010 से फरवरी, 2011 तक प्रार्थी विपक्षीगण के जयपुर शाखा कार्यालय द्वितीय में लगातार 11 माह तक जलसेवक के पद पर कार्यरत रहा। फरवरी, 2011 से अक्टूबर, 2011 तक प्रार्थी की सेवाओं का परिश्रमिक भुगतान प्रार्थी के नाम से नहीं करते हुये किन्हीं अन्य व्यक्तियों के नामों से किया गया। इस पर प्रार्थी ने जब आपत्ति की तो नवम्बर, 2011 से विपक्षीगण ने भुगतान बंद कर दिया और उसे नौकरी से निकालने की धमकिया दी गई। विपक्षीगण ने प्रार्थी को पुनः जयपुर से दौसा शाखा कार्यालय में सेवा देने के लिए यह कह कर भेज दिया कि जिस कार्यालय में प्रार्थी का साक्षात्कार लेकर नौकरी पर रखा है वही उसे स्थाई नौकरी देगा। दौसा कार्यालय में 3 दिसम्बर, 2011 से फरवरी, 2012 तक प्रार्थी को कार्य करने दिया गया लेकिन जब प्रार्थी ने स्थाई करने का निवेदन किया तो उसे माह मार्च, 2012 से सेवामुक्त कर दिया। विपक्षीगण का यह कृत्य अवैध व मनमाना है। प्रार्थी ने एक रजिस्टर्ड नोटिस मार्च, 2012 में विपक्षीगण को दिया जो उन्हें प्राप्त हो गया लेकिन कोई उत्तर नहीं दिया। विपक्षीगण का यह कृत्य अधिनियम की धारा 25 (एफ.) (जी.) व (एच.) के प्रावधानों के प्रतिकूल है। प्रार्थी ने कुल 298 दिन कार्य किया है। प्रार्थी को उसके द्वारा किये गये कार्य का पूर्ण भुगतान नहीं किया गया। प्रार्थी सेवा समाप्ति के उपरांत अब तक बेरोजगार है। अतः वाद स्वीकार कर प्रार्थी को सेवा पृथक्करण की दिनांक से जलसेवक के पद पर सेवा में बहाल करवाने और उसी दिनांक से सेवा में मानते हुये विगत वेतन व परिलाभ ब्याज सहित दिलाये जावें।

3. विपक्षीगण की ओर से वदोत्तर में यह कहा गया है कि सरकार द्वारा भेजा गया रेफरेंस अवैध है। रेफरेंस से परे जाकर न तो कोई अभिवचन किये जा सकते हैं, ना ही उस पर निर्णय लिया जा सकता है। प्रार्थी को जलसेवक के पद पर कोई नियुक्ति नहीं दी गई। विपक्षी सं.—3, द्वारा एक विशेष कार्य के लिए स्पष्ट शर्तों के साथ आवेदन में वर्णित अवधि के लिये

73/-रु. प्रतिदिन के हिसाब से रखा गया था। प्रार्थी ने इन शर्तों को स्वीकार किया, इस लिये वो इन शर्तों से पाबन्द है। प्रार्थी केवल 60 दिनों के लिये रखा गया था। अधिनियम की धारा-2 (ओ.ओ.) (बी.बी.) ऐसी नियुक्तियों को छंटनी की परिभाषा से बाहर करती है। प्रार्थी ने कभी भी एक वर्ष में 240 दिन या अधिक कार्य नहीं किया। विपक्षीगण के यहाँ भर्ती की एक निश्चित प्रक्रिया है। प्रक्रिया के बिना पिछले दरवाजे से आकर यदि कोई काम करना बताता है तो वह अवैध है। विपक्षीगण ने प्रार्थी को कोई नियुक्ति नहीं दी ना ही सेवामुक्त किया। सेवा पृथक्करण की तिथि से प्रार्थी बेरोजगार नहीं हैं। प्रार्थी को मात्र 2007 में निश्चित अवधि के लिये नियुक्ति दी गई थी जो स्वतः समाप्त हो गई। इसलिए प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है। अतः वाद निरस्त किया जाये।

4. प्रार्थी की ओर से अतिरिक्त कथन भी प्रस्तुत किये गये हैं और पुनः वाद स्वीकार करने का आग्रह किया गया है।

5. प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी AW-1 संजय कुमार नरानिया को परीक्षित किया तथा प्रलेखीय साक्ष्य में प्रदर्श W-1 से प्रदर्श W-4 तक प्रलेख प्रदर्शित किये।

6. विपक्षी गण की ओर से साक्ष्य में श्रीमती ललिता मीना, सहायक प्रशासनिक अधिकारी को परीक्षित किया गया। प्रलेखीय साक्ष्य में प्रदर्श M-1 प्रलेख प्रदर्शित किया।

7. दिनांक 05.05.2022 को मैंने उभयपक्ष के परस्पर विरोधी तर्क सुनें। साक्ष्य का परिशीलन किया और विपक्षीगण की ओर से प्रस्तुत किये गये निम्नांकित निर्णयों में पारित विधि पर मनन किया।

- (1) महावीर कण्डक्टर बनाम नन्द किशोर 2003 WLC- (UC) 424 (राज.)
- (2) शंभू बनाम मै. सुगन ड्राईक्लीनर्स 2017 (155) FLR- 291 (दिल्ली)
- (3) भावनगर म्युनिषिपल कॉर्पोरेशन बनाम सलीम भाई, उमर भाई मंसूरी 2013 (138) FLR- 923 (SC)
- (4) भोगपुर कॉर्पोरेटिव सुगर मिल्स लि. बनाम हर्मेस कुमार 2007 (1) SLR (SC) 542
- (5) सेक्रेट्री स्टेट ऑफ कर्नाटक बनाम उमा देवी AIR- 2006 (SC) 1806

8. अभिभाषक प्रार्थी का यह तर्क है कि श्रम मंत्रालय भारत सरकार द्वारा जो विवाद इस अधिकरण को न्यायनिर्णयन हेतु भेजा गया है उसमें प्रार्थी के सेवा समापन की तिथि नहीं लिखी गई है, लेकिन प्रार्थी ने अपने दावे के अभिकथन में मार्च, 2012 से प्रार्थी को सेवामुक्त कर देना वर्णित किया है। इसलिए विवाद के निर्णय हेतु प्रार्थी की सेवा समाप्ति तिथि मार्च, 2012 से ग्रहण की जाकर विवाद का निर्णय किया जावे। प्रार्थी ने अपने साक्ष्य से यह प्रमाणित कर दिया है कि उसे विपक्षीगण ने पहले दोसा कार्यालय में, तत्पश्चात जयपुर कार्यालय में जलसेवक के पद पर अस्थाई रूप से नियुक्त किया। जब प्रार्थी ने स्थाई नियुक्ति की माँग की तो मार्च, 2012 से उसे सेवा से पृथक् कर दिया गया। विपक्षीगण ने भी प्रार्थी को नियुक्त किये जाने का तथ्य स्वीकार किया है। अतः वाद स्वीकार किया जावे।

9. अभिभाषक विपक्षीगण ने सर्वप्रथम यह आक्षेप किया कि चूंकि केन्द्र सरकार द्वारा संदर्भित विवाद में प्रार्थी की सेवा समाप्ति की कोई तिथि अंकित नहीं है, इसलिए यह अधिकरण सेवा समाप्ति के संबंध में प्रार्थी के अभिवचनों को ग्रहण कर विवाद का निर्णय करने हेतु सक्षम नहीं है। संदर्भित विवाद भी अपर्याप्त तथ्यों के दोष से ग्रस्त है। संदर्भित विवाद की शर्तों से परे जाकर यह अधिकरण किसी तथ्य का विनिश्चय नहीं कर सकता। उनका यह भी तर्क है कि प्रार्थी को विपक्षी सं.- 3 द्वारा मात्र 60 दिन के लिए 73/-रु. प्रतिदिन दैनिक मजदूरी पर, एक निश्चित कार्य और अवधि के लिए रखा गया था। प्रार्थी ने इन शर्तों को स्वीकार कर, कार्य किया था। इस अवधि की समाप्ति पर अधिनियम की धारा-2 (ओ.ओ.) (बी.बी.) के प्रावधानों के अनुसार सेवा समाप्ति छंटनी नहीं है। प्रार्थी ने जयपुर स्थित कार्यालय में कार्य करना और अन्य व्यक्तियों के नाम से विपक्षीगण द्वारा भुगतान किये जाने का तथ्य भी प्रमाणित नहीं किया। अतः वाद निरस्त किया जावे।

10. मैंने उभय पक्षों के तर्कों पर मनन किया। तत्पश्चात विचारणीय बिन्दुओं पर निर्णय पारित किया जा रहा है।

### **विचारणीय बिन्दु सं.-1**

क्या श्रम मंत्रालय भारत सरकार द्वारा संदर्भित विवाद में प्रार्थी कर्मकार की सेवा समाप्ति एवं उसकी तिथि का उल्लेख न होने पर भी प्रार्थी द्वारा प्रस्तुत अभिवचनों को ग्रहण करते हुये विवाद का न्यायनिर्णयन किया जाना विधि सम्मत है?

(i) माननीय राजस्थान उच्च न्यायालय द्वारा महावीर कण्डक्टर बनाम नन्द किशोर के निर्णय में यह मार्गदर्शन दिया है कि जब रेफरेंस आदेश में कर्मकार की सेवा के समापन की तिथि का उल्लेख नहीं हो तो अधिकरण अथवा न्यायालय को यह सक्षमता नहीं है कि वह कर्मकार के अभिवचनों के अनुसार सेवा समाप्ति तिथि को स्वीकार कर रेफरेंस की शर्तों में संशोधन या सुधार करें। मैंने इस निर्णय में पारित अधिमत पर विचार किया तो यह पाया कि संदर्भित आदेश में प्रार्थी की सेवा समाप्ति की कोई तिथि उल्लेखित नहीं है तथा प्रार्थी ने भी इस संदर्भित आदेश में सेवा समाप्ति एवं सेवा समाप्ति की तिथि को समाविष्ट किये जाने हेतु कोई संशोधन नहीं करवाया है। इस अधिकरण को संदर्भित विवाद की परिसीमाओं में रहते हुये ही अधिनिर्णय करने की क्षेत्राधिकारता अधिनियम के प्रावधानों के अन्तर्गत प्रदान की गई है। इसलिए इस अधिकरण के सुविचारित अधिमत से प्रार्थी के दावे के अभिकथन में वर्णित सेवा समाप्ति तिथि को ग्रहण करते हुये विवाद को अधिनिर्णीत किया जाना अविधि पूर्ण है। प्रार्थी के अभिवचन जो कि मार्च 2012 से उसकी सेवा समाप्ति को अवैध घोषित करवाने से संबंध रखते हैं संदर्भित विवाद से परे होने के कारण ग्रहण करने योग्य नहीं है। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।

**विचारणीय बिन्दु सं.-2**

क्या प्रार्थी को विपक्षीगण द्वारा निश्चित अवधि एवं कार्य के लिए सेवा में रखा जाने के कारण नियत अवधि के समापन पर हुई सेवा समाप्ति, छंटनी नहीं है और प्रार्थी अधिनियम की धारा 25 (एफ.) (जी.) व (एच.) के प्रावधानों का संरक्षण प्राप्त करने का अधिकारी नहीं है?

(i) AW-1 संजय कुमार ने अपने प्रतिपरीक्षण में यह कहा है कि विपक्षी सं.- 3 ने अपने पत्र में स्पष्ट रूप से यह उल्लेख किया था कि चयन होने की दशा में यह नियुक्ति 60 दिनों हेतु पूर्णतः अस्थायी रूप से की जायेगी। परिश्रमिक 73/- रु. प्रतिदिन के हिसाब से, कार्य दिवसों के हिसाब से भुगतान किया जावेगा। प्रार्थी ने प्रदर्श- 1 इस संबंध में प्रदर्शित किया है। प्रदर्श- 1 के अवलोकन से प्रार्थी की नियुक्ति 60 दिन की अवधि हेतु अस्थायी तौर पर दैनिक वेतनभोगी के रूप में प्रस्तावित किया जाना प्रमाणित होता है। प्रार्थी ने अपने प्रतिपरीक्षण में यह भी स्वीकार किया है कि प्रदर्श- 2 साक्षात्कार पत्र के बाद उसे कोई नियुक्ति पत्र नहीं दिया। उसने यह भी स्वीकार किया कि प्रदर्श-1 में 60 दिन के लिए नियुक्ति दिया जाना सही है, और प्रदर्श- 2 में भी 32 दिन हेतु अस्थायी नियुक्ति हेतु साक्षात्कार के लिए बुलाना सही है। 32 दिन की कथित नियुक्ति के पश्चात आगे की अवधि के लिये उसे कोई नियुक्ति पत्र नहीं दिया गया। प्रार्थी ने अपने साक्ष्य में यह भी स्वीकार किया है कि कथित 60 दिन व 32 दिन की निश्चित अवधि के उपरांत उसे कोई नियुक्ति पत्र नहीं दिया गया। ऐसी स्थिति में अधिनियम की धारा- 2 (ओ.ओ.) (बी.बी.) के प्रावधान निश्चित रूप से आकर्षित होते हैं। चूंकि प्रार्थी को 60 दिन, व उसके पश्चात 32 दिन की अवधि के लिए एक विशेष प्रयोजन से निश्चित अवधि हेतु कार्य पर रखा गया ऐसी सेवा का समापन अनुबंध की अवधि समाप्त हो जाने पर स्वतः हो जाता है। यह सेवा समाप्ति इस स्थिति में अधिनियम की धारा- 2 (ओ.ओ.) (बी.बी.) के प्रावधानों के अनुसार छंटनी की परिभाषा में नहीं आती। माननीय उच्चतम न्यायालय ने अपने निर्णय भावनगर म्युनिशिपल कॉर्पोरेशन बनाम सलीम भाई, उमर भाई मंसूरी में यह कहा है कि लिखित अनुबंध की विषिष्ट शर्त जब ये दर्शाये कि नियोजन एक निश्चित अवधि के उपरांत समाप्त होगा तो धारा 25 (एच.) के प्रावधान तभी प्रभावी होंगे जब कर्मचारी को छंटनी किया गया हो। संविदा-जन्य अवधि के समापन पर हुई सेवा समाप्ति छंटनी नहीं होती। इसी कम में माननीय उच्चतम न्यायालय ने अपने निर्णय भोगपुर कॉर्पोरेटिव सुगर मिल्स लि. बनाम हर्मेश कुमार के निर्णय में मौसमी कार्य के लिए चयनित कर्मचारी को, जिसे आगामी मौसम में कार्य नहीं दिया गया और उसने 240 दिन की सेवा भी पूर्ण नहीं की, तथा कर्मचारी के नियोजन का संविदा का नवीनीकरण न होने के फलस्वरूप समापन हुआ हो, यह छंटनी होना नहीं माना गया। इस विनिश्चय में प्रतिपादित विधि के प्रकाश में चूंकि प्रार्थी का नियोजन निश्चित अवधि एवं प्रयोजन के लिए हुआ था इसलिए विहित अवधि के अवसान पर सेवा स्वतः समाप्त हो गई। यह सेवा समापन चूंकि छंटनी की परिभाषा में नहीं आता इसलिए प्रार्थी अधिनियम की धारा 25 (एफ.) (जी.) व (एच.) के प्रावधानों का संरक्षण प्राप्त करने का अधिकारी नहीं है। अतः ये बिन्दु प्रार्थी के विरुद्ध विनिश्चित किया जाता है।

**11. अनुतोष:-**

उपर्युक्त विचारणीय बिन्दु सं. 1 व 2 पर प्राप्त निष्कर्ष के आधार पर चूंकि प्रार्थी की सेवा समाप्ति, छंटनी की परिभाषा में नहीं आती है, संदर्भित विवाद में सेवा समाप्ति तिथि का उल्लेख भी नहीं है और इस अधिकरण को संदर्भित विवाद से परे जाकर या विवाद के निबंधनों को संशोधित करने की संक्षमता नहीं है इसलिए प्रार्थी विपक्षीगण से कोई अनुतोष अधिनियम की धारा 25 (एफ.) (जी.) व (एच.) के अन्तर्गत पाने का अधिकारी नहीं है।

12. संदर्भित विवाद का न्यायनिर्णयन इसी प्रकार किया जाता है।

13. अधिनियम की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 665.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्रीमती डिंपल बेबी, एर्नाकुलम के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम पंचाट (संदर्भ संख्या 02/2017) को प्रकाशित करती है।

[सं. Z-16025/04/2022-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 665.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/2017) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and Smt. Dimple Baby, Ernakulam.

[No. Z-16025/04/2022-IR(M)]

D. GUHA, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT,**  
**ERNAKULAM**

**Present :** Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Monday the 25<sup>th</sup> day of April 2022, 5 Vaisakha 1944)

**ID No.2/2017**

Workman/Union : Smt.Dimple Baby @ Dimple K.  
Pandaliparambil House  
Aikaranadu South Village  
Elamkulam Kara  
Kolenchery P.O.  
Ernakulam –682311  
By Adv.P. S. Ramachandran Pillai

Managements : 1. The Chairman  
Life Insurance Corporation of India  
YogakshemaJeevan Bheema Marg  
Mumbai – 400021

2. The Senior Divisional Manager  
Life Insurance Corporation of India  
M.G. Road  
Ernakulam – 682011

3. The Senior Branch Manager  
Life Insurance Corporation of India  
Thripunithura  
Ernakulam – 682301

4. The Branch Manager  
Satellite Branch  
Life Insurance Corporation of India  
Kolencherry  
Ernakulam - 682311  
By Adv.R. S. Kalkura

This case coming up for final hearing on 17.01.2020 and 25.02.2021 and this Industrial Tribunal-cum-Labour Court on 25.04.2022 passed the following:

**AWARD**

1. Present claim is filed U/s 2A(2) of the Industrial Disputes Act, 1947. The worker has been working as a temporary sweeper on daily wages against permanent perennial post in the Kolencherry Satellite Branch of the Management, Life Insurance Corporation continuously from 23.10.2008. The worker had been put in an uninterrupted and continuous service under the Management from 23.10.2008 on daily wages and her service comes under the definition of Continuous Service U/s 25B of the Industrial Disputes Act, 1947. The worker requested the Management to regularize her service in the permanent post of sweeper. The Management never responded to the request. The worker was being paid a daily wage of Rs.60/- per day which was later enhanced to Rs.100/- per day. The worker passed pre-degree and also passed Diploma in Computer Applications. Her date of birth is 02.09.1978. The requests

sent by the worker for regularizing her service was not responded to by the Management. In view of the above, worker filed a writ petition before the Hon'ble High Court of Kerala. The Hon'ble High Court of Kerala directed the worker to exhaust the remedies available under Industrial Disputes Act, 1947. During the pendency of the writ petition, the Management retrenched the worker illegally without complying with the mandates of law, w.e.f. 07.08.2015, as a measure of victimization. Since the action of the Management is illegal, the same is ab initio void. The Management had resorted to unfair labour practice U/s 2(ra) and had committed the offence under items 5 and 10 of schedule V of Industrial Disputes Act, 1947 for which penalty have to be imposed U/s 25T and Sec 25U of ID Act. The illegal retrenchment of the worker w.e.f. 07.08.2015 is an offence and it is a victimization falling under item 5 of Sec 2(ra), unfair labour practice. The worker is entitled to be reinstated in service with all back wages and other benefits retrospectively. The Hon'ble Supreme Court examined the issues of similar workers working in Life Insurance Corporation of India and directed the Corporation to regularize the workers with back wages accrued to them. The worker preferred a dispute before the Deputy Labour Commissioner, Kochi. The dispute was taken for conciliation. Same was not settled due to the non co-operation of the Management. Hence the worker prayed that she may be reinstated with back wages and other benefits to regularize her in the permanent and perennial post which she was working.

2. The Management filed written statement denying the above allegations. Management is a body corporate constituted and functioning under the Life Insurance Corporation of India Act 1956. Terms and conditions of employment in the Management are governed by the Regulations and Instructions having statutory backing. It is well settled by the decisions of the Hon'ble Supreme Court that the statutory provisions of the Act, Regulations and Instructions have overriding effect on the provisions of the Industrial Disputes Act, particularly Sec 25 of the Act. The provisions relating to retrenchment have been held to be inapplicable to the Management. U/s 23 of the Act, the Corporation is entitled to employ such number of persons as it thinks fit for the purpose of enabling it to discharge its functions under the Act. By virtue of Sec 48 of the said Act the Central Govt may, by notification in the Official Gazette, make Rules to carry out the purpose of the Act and provides for all or any matter specified in sub-sec 2 of Sec 48. Sec 49 of the Act provides that Corporation may with the prior approval of the Central Govt make Regulations which are not inconsistent with the Act and Rules made there under. In exercise of the powers U/s 49, the Management had in the year 1960 made regulations known as the Life Insurance Corporation of India (Staff) Regulations, 1960 (herein after referred to as the 'Staff Regulations'). In the year 1981 by the Life Insurance Corporation (Amendment) Act, 1981 the Act was amended. Consequent to that the power to make rules relating to the terms and conditions of service of the employees of the Corporation is vested with Life Insurance Corporation including those who became its employees U/s 11 (1) of the Act. It is stipulated that the provisions of clause (cc) and sub-sec 2B and any rules made under clause (cc) shall have effect and any such Rule made with retrospective effect from any date shall also be deemed to have had effect from that date, notwithstanding any judgment, decree or order of any Court, Tribunal or other authority and notwithstanding anything contained in the Industrial Disputes Act, 1947 or any other law or any agreement, settlement, award or other instrument for the time being in force. The scope of Amendment Act in so far as the application of the Industrial Disputes Act, 1947 is concerned has been explained by the Apex Court in **A. V. Nachane and another Vs UOI**, AIR 1982 SC 1126. Under regulation 8 of the Life Insurance Corporation of India (Staff) Regulations 1960, notwithstanding anything contained in the regulations, a Managing Director, an Executive Director (Personnel), a Zonal Manager or a Divisional Manager may employ staff in class III and class IV on a temporary basis subject to such general or special directions as may be issued by the Chairman of the Management Corporation. Further under sub-section 2 of said regulation no person so appointed on a temporary basis shall only by reason of such appointment be entitled to absorption in the service of the Management Corporation or claim preference for recruitment to any post which has been highlighted in clause 8(1) and 8(2) of the Life Insurance Corporation of India (Staff) Regulations 1960. The engagement of the worker was not through any recruitment and/or selection process and not covered by the statutory rules. The worker was engaged as a casual labourer. The worker was engaged for carrying out jobs of casual nature like cleaning of dust, sweeping etc., since October 2008. The worker was not doing any skilled job of perennial nature. The worker was never appointed under Life Insurance Corporation of India (Staff) Rules 1960 or Life Insurance Corporation of India (Employment of Temporary Staff) Instructions 1993 or any other statutory provision. The worker was not in continuous employment as contemplated U/s 25 B of the Industrial Disputes Act. The engagement of the worker was need based. The worker is not eligible to claim any regularization as the engagement was purely on need basis. The worker was engaged on daily wage basis and was at liberty to leave the job at any point of time and there was no bar on her to pursue any other outside employment. The worker along with another daily wage workman instituted writ petition as W.P.(C) no.17594/2015 before the Hon'ble High Court of Kerala and the Hon'ble High Court of Kerala vide judgment dt.15.06.2016 permitted the writ petitioners to approach the competent authority to ventilate their grievances under Industrial Disputes Act, 1947. While disposing of the writ petition, the learned Single Judge directed that the worker may be permitted to continue in the same manner as she was being engaged. It was also directed that in case the Management is considering any temporary appointment, the worker shall also be considered, with due preference towards experience and if necessary granting relaxation in the upper age limit. The Management filed W.A. no.1759/2016 and the Division Bench of the Hon'ble High Court of Kerala in its judgment dt.10.01.2017 allowed the appeal by deleting that portion of the directions contained in the judgment of the learned Single Judge. A copy of the judgment in W.A.no.1759/2016 is produced and marked as Exbt.M2. The disengagement

of the claimant was not to accommodate any other person and therefore there is absolutely no illegality or arbitrariness in disengaging the service of the worker. There is absolutely no unfair labour practice on the part of the Management and she had not worked continuously to seek any relief U/s 25B of the Industrial Disputes Act, 1947. The wages were paid for the days for which the worker was engaged. The question of regularizing the services of the worker or granting any relief does not arise especially in the absence of any statutory provision and also in the light of the decision of the Hon'ble Supreme Court of India in **State of Karnataka Vs Uma Devi**, 2006 (4) SCC 1. No retrenchment occurred since the worker was neither appointed nor terminated under any statutory rules or instructions. The recruitment of class III and class IV staff in the Management Corporation is being made as per the provisions of Life Insurance Corporation Recruitment (of class III and class IV staff) Instructions, 1993 effective from 25.02.1993. The said instructions superseded the Recruitment Instructions of 1979. These recruitment rules have been held to be statutory rules having overriding force over the Industrial Disputes Act by the Hon'ble Supreme Court in **Life Insurance Corporation of India Vs Asha Ambedkar**, AIR 1994 SC 2148. Recruitment rules envisage the normal mode of recruitment by inviting applications through advertisement in local newspapers and where the appointments are temporary, the appointment is done by inviting applications through Employment Exchanges. The requisites of employment, the incidents of service, the process of selection and the pattern of remuneration are all vastly dissimilar in the case of regular employment and temporary employment. An engagement on daily wage basis is not envisaged to ripen into a regular employment. The provisions of Industrial Disputes Act, 1947 have been overridden by the Life Insurance Corporation of India (Staff) Regulations 1960, Life Insurance Corporation of India (Employment of Temporary Staff) Instructions, 1993 and Life Insurance Corporation of India (Recruitment of Class III and Class IV Staff) Instructions 1993. The engagement of the worker was not according to any of the above statutory provisions or instructions. The provisions of Industrial Disputes Act, 1947 are not applicable to worker in respect of matters covered by Sec 48(2) (cc) of the LIC Act, 1956. The worker was not retrenched as provided in Sec 25F of the Industrial Disputes Act as the worker was not governed by Regulation 8 of Life Insurance Corporation of India (Staff) Regulations 1960 or Life Insurance Corporation of India (Employment of Temporary Staff) Instructions, 1993 or any other statutory rules or instructions. Once Sec 2(cc) of the Industrial Disputes Act is not attracted, there is no question of application of Sec 25F.

3. During the pendency of these proceedings, the worker filed an I.A. no.78/2017 praying that she may be reinstated in the service of the Management w.e.f.07.08.2015 with back wages and other benefits. The Management objected to the above application and therefore it was decided that the issue can be heard along with the industrial dispute. The Management filed I.A. no.139/2019 pleading that the issue of maintainability may be heard as a preliminary issue. The prayer of the Management was seriously objected to by the worker. Hence it was decided that the question of maintainability also will be decided as a preliminary issue while disposing of the industrial dispute.

4. On completion of the pleadings, the worker examined herself as WW1 and marked Exbts.W1 to W18. The Management did not examine any witness. However Exbts.M1 and M2 were marked by consent.

5. On completion of pleadings the following issues are framed for consideration in the proceedings

1. Whether the industrial dispute is maintainable ?
2. Whether the worker is entitled to reinstatement in the service of the Management with back wages and other related benefits ?
3. Whether the worker is entitled for regularization in the service of the Management in the permanent perennial post in which she was working ?
4. Relief and cost ?

#### 6. Issue no.1

According to the learned Counsel for the Management, the Management Corporation is established U/s 3 of the LIC Act, 1956. U/s 23 of the Act, the Corporation is entitled to employ such number of persons as it thinks fit for the purpose of enabling it to discharge its functions. As per Sec 48 of the Act, the Central Govt may make rules to carry out the purpose of the Act. Sec 49 of the Act provides that the Management may with the previous approval of the Central Govt, make regulations which are not inconsistent with the Act and Rules. In exercise of powers U/s 49 of the Act, the Management in the year 1960 made Life Insurance Corporation of India (Staff) Regulations 1960. Life Insurance Corporation Act was amended in the year 1981. It was stipulated that the provisions of clause (cc) and sub-section 2B and rules made under clause (cc) shall have effect and any such rule made with retrospective effect from any date shall also be deemed to have the effect from that date notwithstanding any judgment, decree or order of any Court, Tribunal or authority and notwithstanding anything contained in the Industrial Disputes Act, 1947. The Hon'ble Supreme Court while defining the scope of the above amendment in **A. V. Nachane and another Vs UOI**, AIR 1982 SC 1126 held that in respect of matters covered by the rules, the provisions of the Industrial Disputes Act or any other law will not be operative.

7. According to the learned Counsel for the worker, there is no conflict between the provisions of Industrial Disputes Act and the provisions of LIC Act rules, regulations and instructions. According to him the provisions of



Industrial Disputes Act are attracted in this case. He pointed out that even as per the observations of the Hon'ble Supreme Court, the question of giving preference to the provisions of LIC Act and regulations will come only when there is conflict with respect of provisions of Industrial Disputes Act. He further pointed out that application of the provisions of Industrial Disputes Act is not completely taken away with regard to the appointments and service conditions of employees appointed in Life Insurance Corporation.

8. In the present case, the worker is engaged by the Management w.e.f. 23.10.2008 as a part-time sweeper. This fact is not disputed by the learned Counsel for the Management. It is also seen that as per Exbt.W16, the statement of badali's/sweepers doing cleaning work prepared by the Management, Ernakulam Division that the worker was engaged w.e.f. 23.10.2008. According to the learned Counsel for the worker, she continued in the service of the Management in the same capacity till 07.08.2015. The documents Exbts.W14 to W18 and Exbts.W12 Series support the claim of the worker. The worker as WW1 also deposed in this proceedings that she continued to work with the Management till 07.08.2015. The Management could not discredit the evidence of the worker in this regard. According to the learned Counsel for the Management, the worker is not engaged under any of the rules or regulations. According to the learned Counsel for the worker, the Management engaged her services for years together and therefore they cannot claim that the worker is not entitled for the benefits under the Industrial Disputes Act. It is true that the Management can appoint persons on temporary basis for limited period. Sec 23 of the LIC Act provides that the Management may employ such number of persons as it thinks fit for the purpose of enabling it to discharge its functions. Sec 48 deals with powers to make rules including the rules relating to the terms and conditions of service of employees and agents of the Management. Sec 49 empowers the Management to make regulations with the previous approval of Central Govt not inconsistent with Act and rules made thereunder to provide for all matters for the purposes of giving effect to the provisions of the Act. Regulation 8 deals with temporary staff. Regulation 8(1) states that notwithstanding anything contained in these regulations the authorities mentioned therein may employ staff in class III and class IV on a temporary basis subject to such general or special directions as may be issued by the Chairman from time to time. Sub regulation 2 to regulation 8 states that no person appointed under sub regulation 1 shall only by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post.

9. Another issue argued by the learned Counsel for the Management is that in view of regulations 8, the provisions of Industrial Disputes Act is not applicable to the matters covered by Sec 48(2)(cc) of the Life Insurance Corporation Act. The learned Counsel for the Management relied on the decision of the Hon'ble Supreme Court of India in **A. V. Nachane and another Vs UOI and another**, 1982 AIR 1126 wherein the Hon'ble Supreme Court held that "In the instant case Sec 48(2C) read with Sec 48(2)(cc) authorises the Central Govt to make rules to carry out the purposes of the Act notwithstanding the Industrial Disputes Act or any other law. This means that **in respect of the matters covered by the rules** the provisions of the Industrial Disputes Act or any other law will not be operative". The Hon'ble Supreme Court was examining the issue in an altogether different set of facts and was examining whether the Amendment Act of 1981 laid down any legislative policy or furnish any guidelines to indicate the nature and extent of the modifications that the rules will be permitted to make in the existing laws to carry out the purposes of the Life Insurance Corporation Act, 1956 as amended in 1981. The learned Counsel also relied on the decision of the Hon'ble Supreme Court in **M. Venugopal Vs Divisional Manager, Life Insurance Corporation of India, Machilipatnam**, AIR 1994 SC 1343 wherein the Hon'ble Supreme Court held that the amendments introduced in Sec 48 of Life Insurance Corporation Act have clearly excluded the provisions of the Industrial Disputes Act so far they are **in conflict with the rules framed U/s 48(2)(cc)**. The Apex Court further held that once Sec 2(cc) is not attracted, there is no question of application of Sec 25F on the basis of which the termination of the service of the appellant can be held to be invalid. In the above case also the facts are entirely different. That was a case wherein the probation of an Officer of the Corporation was not confirmed since he failed to achieve the targets fixed during probation. It is to be pointed out that in both the above cases the Hon'ble Supreme Court has held that the exclusion of the provisions of Industrial Disputes Act is applicable only in respect of the matters covered by the rules or when there is conflict with the rules framed U/s 48(2)(cc). In the present case admittedly the worker is not appointed under regulation 8 of Life Insurance Corporation of India (Staff) Regulations, 1960 and Life Insurance Corporation of India (Employment of Temporary Staff) Instructions, 1993 or Life Insurance Corporation of India (Recruitment for Class III and Class IV Staff) Instructions 1993. Also there is no conflict between the provisions of Life Insurance Corporation Act Regulations and Industrial Disputes Act. The learned Counsel for the worker relied on the decision of the Hon'ble Supreme Court in **Tamil Nadu Terminated Full Time Temporary LIC Employees Association Vs Life Insurance Corporation of India and others**, 2015 KHC 4225. This is a case where temporary employees appointed by the Life Insurance Corporation challenged the validity of regulation 8 of Life Insurance Corporation of India (Staff) Regulations, 1960. A full bench of the Hon'ble High Court of Madras held that regulation 8 is applicable to the temporary employees and also held that sub clause b of Sec 2(cc) of the Industrial Disputes Act is valid and it does not run counter to the provisions of Sec 25F, 25G and 25H of the Industrial Disputes Act. It was also held that the applicability of the Industrial Disputes Act is excluded from the field covered by Sec 48(2) of the Life Insurance Corporation Act. The Hon'ble Supreme Court of India after examining the history of the legislation and also the legal authorities on the point reversed the judgment of the Division Bench of the Hon'ble High Court of Madras upholding the award of regularization passed by the Central

Government Industrial Tribunal. In this case, when the worker moved the Hon'ble High Court in W.P.(C) no.17594/2015, the Management in their written statement at paras 5 and 11 has taken a specific contention that "if the petitioners have got a case that the Corporation is resorting to any unfair labour practice or violated any provisions of Industrial Disputes Act, then it has become necessary to work out their remedy under the Industrial Disputes Act and not to invoke the writ jurisdiction under Article 226 of the Constitution of India". Further in Para 5 of the written statement it is stated that "violation of various provisions of the Industrial Disputes Act cannot be considered in a writ petition since the petitioners have effective alternate remedy against the dispute under the provisions of the Industrial Disputes Act". On the basis of the above contentions the Hon'ble High Court held that "When the petitioners are raising their claims under the provisions contained in the ID Act and the respondents also submit that the remedy is under the ID Act, and when there is a statutory forum to adjudicate their claims under ID Act, there is no meaning in keeping the writ petition pending before this Court. Petitioners are free to approach the competent authority to ventilate their grievance, as provided under the ID Act". This is not challenged by the Management in W.A.1759/2016. The Management cannot take a conflicting stand on the question of maintainability before the Hon'ble High Court of Kerala and before this Tribunal.

In the light of the above discussions and in view of the legal position settled as per the above authorities, I am of the view that the facts and circumstances involved in this case attracted provisions of Industrial Disputes Act, 1947 as there is no conflict between the said Act and Rules and Regulations under the Life Insurance Corporation Act, 1956.

10. The learned Counsel for the Management also argued that in view of the decision of the Hon'ble Supreme Court of India in **State of Karnataka Vs Uma Devi**, 2006 (4) SCC 1, in the absence of any statutory provision it is not possible to regularize the service of the worker. The learned Counsel for the worker pointed out that the law laid down by the Hon'ble Supreme Court in **Uma Devi's** case (Supra) is not applicable to cases coming under the Industrial Disputes Act. The Hon'ble Supreme Court of India clarified the above position in **Maharashtra State Road Transport and another Vs Casteribe Rajaya Parivahan Karmachari Sanghatana**, 2009 8 SCC 556 the Hon'ble Supreme Court held that the application of Industrial Disputes Act is not at all considered by the Constitution Bench and therefore it was held that the dictum laid down by the Supreme Court is not applicable to cases coming under Industrial Disputes Act. In **Ajaypal Singh Vs Haryana Warehousing Corporation**, (2015) 6 Supreme Court Cases 321 the Hon'ble Supreme Court considered the decision in **Uma Devi's** case (Supra) and held that ;

- ~17. In **Uma Devi's** case, (3) this Court held that adherence to the rule of equality in public employment is a basic feature of our Constitution and since rule of law is a core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution of India. The provisions of the Industrial Disputes Act and powers of the Industrial and Labour Court provided therein were not at all under consideration in **Uma Devi's** case (3). The issue pertaining to unfair labour practice was neither the subject matter for decision nor was decided in **Uma Devi's** case.
18. We have noticed that Industrial Dispute Act is made for the settlement of industrial disputes and certain other purposes as mentioned therein. It prohibits unfair labour practice on the part of the employer in engaging employees as casual or temporary employees for long period without giving them the status and privilege of permanent employees.
19. Sec 25F of the Industrial Disputes Act, 1947 stipulates conditions precedent for retrenchment of workmen. A workman employed in any industry who has been in continuous service for not less than one year under an employer is entitled to benefit under the said provisions if the employer retrenches the workman. Such a workman cannot be retrenched until he/she is given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice wages for the period of the notice apart from compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months. It also mandates the employer to serve a notice in the prescribed manner on the appropriate Govt or such Authority as may be specified by appropriate Govt by notification in the official Gazette. If any part of the provisions of Sec 25F is violated and the employer there by, resorts to unfair trade practice with the object to deprive the workman with privilege as provided under the Act, the employer cannot justify such an action by taking a plea that the initial appointment of the employee was in violation of Articles 14 & 16 of the Constitution of India.

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Para 22. It is always open to the employer to issue an order of “retrenchment” on the ground that the initial appointment of the workman was not in conformity with Article 14 & 16 of the Constitution of India or in accordance with rules. Even for retrenchment for such ground, unfair labour practice cannot be resorted to and thereby the workman cannot be retrenched on such ground without notice, pay and other benefits in terms of Sec 25F of the Industrial Disputes Act, 1947, if continued for more than 240 days in a calendar year”.

The above decisions was also quoted with approval by the Hon’ble Supreme Court in **Durgapur Casual Workers Union and others Vs Food Corporation of India and others**, (2015) 5 SCC 786. The Hon’ble Court held that an undertaking of the government which comes within the meaning of ‘industry’ or its establishment cannot justify its illegal action including unfair labour practice nor can ask for different treatment on the ground that public undertaking is guided by Articles 14 & 16 of Constitution of India and the private industries are not guided by 14 & 16 of the Constitution. In **Umralla Grama Panchayat Vs Secretary, Municipal Employees Union**, 2015 12 SCC 775 the Hon’ble Supreme Court directed that the services of the workmen in that case be regularized and made permanent since they worked for more than 240 days in a calendar year.

Taking into account all the facts and legal position as discussed above, I am of the considered view that the present industrial dispute is maintainable. Hence the issue is decided in favour of the worker and against the Management.

#### 11. Issue no.2 & 3

According to the learned Counsel for the Management, the worker was engaged on daily wage basis as a casual labour w.e.f. 23.10.2008 and she was not a temporary sweeper as claimed by her. Her services was not uninterrupted or continuous as contemplated U/s 25B of Industrial Dispute Act, 1947. The worker was doing the work on need basis and her engagement not through any regular recruitment process. The worker was disengaged when the Management felt the services of the worker is no more required. The disengagement of the worker was not to accommodate any other person and therefore there is absolutely no illegality or no arbitress having disengage the services of the worker. The learned Counsel also pointed out there is no unfair labour practice on the part of the Management as defined under schedule 5 of the Industrial Disputes Act. It was also pointed out that she cannot claim any relief U/s 25F, as she was not having continuous service as defined U/s 25B of the Act.

12. The learned Counsel for the worker argued that the worker has been working as a temporary sweeper on daily wages against permanent and perennial post. She was working continuously from 23.10.2008 and she has rendered continuous service U/s 25B of the Industrial Disputes Act. According to the Counsel, the services of the worker was orally terminated w.e.f. 07.08.2015 as a measure of victimization and she approached the Hon’ble High Court of Kerala for regularization of her service with the Management. According to him, the Management resorted to unfair labour practice U/s 2(ra) and had committed offence under items 5 and 10 of schedule 5 of the Industrial Disputes Act, 1947. The unlawful retrenchment of the worker w.e.f. 07.08.2015 falls under item 5 of Sec 2(ra) unfair labour practice. According to the learned Counsel, the worker is entitled for reinstatement and regularization in the service of the Management. From Exbt.W16, the statement of badali’s (sweepers doing cleaning work) and daily wagers, it is seen that the worker was engaged by the Management w.e.f. 23.10.2008 and from Exbt.W12(a to g), it is seen that the worker worked with the Management till 31.07.2015. The learned Counsel for the Management submitted that from the documents produced by the worker, it is not established that she worked continuously for 240 days prior to her termination on 07.08.2015. The Exbt.W17 Series of documents produced by the worker are monthly statements of temporary badalis and daily wagers working at Life Insurance Corporation of India, Ernakulam Division, Thripunithura branch from 04/2015 to 06/2015. These documents will not conclusively prove that the worker was engaged during the relevant point of time. However the Exbt.W12 Series of vouchers, for having received payment by the worker, would establish the fact that the worker worked from 04/2015 to 31.07.2015. According to the learned Counsel for the Management, this evidence will not satisfy the requirement of continuous service U/s 25B of the Act. According to Sec 25B

- “1. a workman shall be said to be in continuous service for a period if he is for that period, in uninterrupted service including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal or a lockout or cessation of work which is not due to any fault on the part of the workman.
2. where a workman is not in continuous service within the meaning of clause 1 for a period of one year or 6 months, he shall be deemed to be in continuous service under the employer for a period of one year, if the workman during a period of 12 calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than

I. ....

II. 240 days in any other case. “Hence to get the benefit of continuous service U/s 25B of the Industrial Disputes Act the worker ought to have worked with the Management for 240 days during a period of 12 calendar months preceding 07.08.2015. The evidence produced by the worker in this case is not

sufficient to meet the above requirement. The learned Counsel for the worker pointed out that the worker produced all the documents at her possession to substantiate the claim that she worked for more than 240 days during the preceding 12 months before her termination. However the Management failed to rebut her claim by producing any documents in their custody. The learned Counsel for the worker relied on the decision of the Hon'ble Supreme Court of India in **Director, Fisheries Terminal Division Vs Bhikubhai Meghajibhai Chavda**, 2010 KHC 6126 to argue that once the worker discharged her responsibility by producing the documents at her command, the burden shifts to the Management to prove that she has not worked for more than 240 days as required U/s 25B of the Act. In the above case the workman was a watchman who was paid daily wages and whose presence were marked in the Muster Roll. According to the Management the workman worked from 1986 till 1988 and during this period the workman had worked for 93 days, 145 days and 31 days respectively. According to them the workman had not worked for more than 240 days in the preceding year. The Hon'ble Supreme Court relying on the decision in **R. M. Yellatty Vs Assistant Executive Engineer**, 2006 1 SCC 106 held that

“The respondent was a workman hired on daily wage basis. So it is obvious, as this Court pointed out in the above case that he would have difficulty in having access to all the above documents, Muster Roll etc., in connection with his service. He came forward and deposed, so in our opinion the burden of proof shift to the employer/appellant to prove that he did not complete 240 days of service in the requisite period to constitute continuous service”.

13. In the present case also it is seen that the worker was examined as WW1 and she stated in her evidence that she worked with the Management from 2008 to 2015. However she could produce supporting documents only for the year 2015. The learned Counsel relied on the decision of **Gauri Shankar Vs State of Rajasthan**, 2015 12 SCC 754. In the above case, the workman was working with the respondent and his case was that he was appointed against a permanent and sanctioned post w.e.f. 01.01.1987 till his services came to be retrenched and he had rendered service of more than 240 days in every calendar year and has received salary from the respondent department each month. The workman challenged the retrenchment as bad in law as the same is in violation of Sec 25F, 25G, 25H, 25T and 25U of the ID Act. The workman applied for production of the Muster Roll and the management failed to produce the relevant Muster Rolls. The Hon'ble Supreme Court relying on its earlier decisions in **Gopal Krishna G Ketker Vs Muhammed Haji Latheef**, AIR 1968 SC 1413 and **Murukesam Pillai Vs Manikyavasaka Pandara**, 1917 5 LW 759 held that even if the burden of proof does lie on a party, the Court can draw an adverse inference if he withholds important documents in his possession which can throw light on the facts of issue. The learned Counsel for the workman also relied on the decision of the Hon'ble Supreme Court in **Sriram Industrial Enterprises Ltd Vs Mahak Singh and others**, 2007 4 SCC 94, wherein the Hon'ble Supreme Court held that when the workman discharged their initial onus by producing the documents in their possession it is the responsibility of the management to disprove the claim of the workman that he did not work for more than 240 days with the management one year immediately prior to his/her termination. In this case there is no dispute regarding the fact that the worker was engaged as a daily wagger w.e.f. 23.07.2008. There is also no dispute with regard to the fact that her services were orally terminated w.e.f. 07.08.2015. The documents discussed above will substantiate the above points. The worker also produced evidence to show that she was paid wages against voucher from 04/2015 to 31.07.2015. She also entered the box and deposed that she worked with the Management continuously from 2008 to 2015. Hence it can safely be considered that the worker had discharged her responsibility of proving that she worked for more than 240 days in one year prior to her date of termination. In such circumstances as per the law laid down by the Hon'ble Supreme Court on the issue, it is possible to draw an adverse inference that she worked for more than 240 days in view of the fact that the Management failed to produce any documents to disprove her claim that she worked continuously for more than 240 days in one year prior to the date of her termination.

Hence from the facts and law discussed above, it is concluded that the worker had rendered continuous service of 240 days making her eligible for the benefits U/s 25F of the industrial dispute Act.

14. The learned Counsel for the Management argued that the worker in the present case is only a casual employee on daily wages and therefore she is not entitled to claim the benefits U/s 25F of the Industrial Disputes Act. The learned Counsel for the worker argued that the nature of employment of the worker will not any way affect her claim for reinstatement and regularization. The Hon'ble High Court of Kerala in **Sreekumar K. Vs Managing Director, KTDC Ltd**, 2019 1 KHC 225 held that the definition in Sec 2(S) of Industrial Disputes Act includes casual employees also. The Hon'ble High Court held that

“Para 18. From this it is quiet evident that the definition of the term ‘workman’ U/s 2S of the Industrial Disputes Act includes a casual employee as well and hence the decision cited (Supra) (in the context governed by the provisions of the Workmen’s Compensation Act) is not at all attracted to the case in hand”

15. The Management has no case that they followed the procedure prescribed U/s 25F of the Industrial Disputes Act while terminating the worker. In view of the above, it is clear that the Management terminated the services of the worker in clear violation of the provisions of Sec 25F of the Industrial Disputes Act.

16. Considering all the facts, pleadings and evidence in this case, I am inclined to hold that the retrenchment of the worker from the service of the Management is abinitio void and is in violation of Sec 25F of Industrial Disputes Act, 1947.

17. **Issue no.4**

According to the learned Counsel for the Management, the worker was only a casual employee and was paying only for the days when she worked for the Management. It was also pointed out that she was not working against any permanent or perennial post in the Management. According to the learned Counsel for the worker, once this Tribunal found that the termination of the worker was illegal, she is entitled for reinstatement in service with full back wages. The learned Counsel for the Management pointed out that being a casual employee, the worker is not entitled for regularization considering the spirit of the decision of the Hon'ble Supreme Court in **State of Karnataka Vs Uma Devi** (Supra). The Hon'ble Supreme Court of India in **State of Uttarakhand and others Vs Rajkumar**, 2019 1 LLJ 513 SC relying on its earlier decisions of **BSNL Vs Bhurumal**, 2014 7 SCC 177 and **District Development Officer and another Vs Satish Kantilal Amerelia**, 2018 12 SCC 298 held that in the circumstances of that case it would be just and proper and reasonable to award lumpsum monetary compensation to the workman in full and final satisfaction of his claim for reinstatement and other consequential benefits. The Hon'ble Supreme Court has laid down the law on the subject in **BSNL** case (Supra) as follows

“Para 33. It is clear from the readings of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workmen are terminated illegally and/or malafide and/or by way of victimization, of unfair labour practice, etc. However when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Sec 25F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious.

Para 34. The reasons for denying the relief for reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non payment of retrenchment compensation and notice pay as mandatorily required U/s 25F of the ID Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated he has no right to seek regularization [see **State of Karnataka Vs Uma Devi** (3)]. Thus when he cannot claim regularisation and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself in as much as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

Para 35. We would however, like to add a cavate here. There may be cases where termination of daily wage worker is found to be illegal on the ground that it was resorted to as unfair labour practice or in violation of the principles of last come first go viz. while retrenching such a worker daily wage juniors to him were retained. There may also be a situation that persons junior to him were regularized under some policy but the workman concerned terminated. In such circumstances, the terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases reinstatement should be the rule and only in exceptional cases, for the reasons stated to be in writing, such relief can be denied ”

The learned Counsel for the worker on the other hand relied on the decisions of the Hon'ble Supreme Court in **Jasmar Singh Vs +State of Haryana and other**, 2015 4 SCC 458 and argued that the worker is entitled for reinstatement with full back wages since the order of termination was void abinitio. The Hon'ble Supreme Court in the above case relied on the following observation of the court in **Deepali Gundu Surwase Vs Kranti Junior Adyapak Mahavidyalaya**, 2013 10 SCC 324 to hold that when the termination is found to be illegal, the workman is entitled for reinstatement with back wages.

“ Para 22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer-employee relationship, the latter's source of income gets dried up. Not only the employee concerned but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from relatives and

other acquittance to avoid starvation. These sufferings continued till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi judicial body or Court that the action taken by the employer is ultravires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the employer was to deny back wages to the employee, or contesting his entitlement to get consequential benefits then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. The denial of back wages to an employee who has suffered due to an illegal act of the employer would amount to indirectly punishing the employee concerned and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments”.

In the above case, the Hon'ble Supreme Court was considering the case of a workman working as a daily paid worker in the office of Sub Divisional Officer (Karnal) for more than 240 days.

18. In the present case it is seen that the worker was engaged as a daily wage employee and she worked continuously for more than 240 days one year before her termination. Though the worker claimed unfair labour practice the same is not proved. The Management has no case that the worker was gainfully engaged during the period of termination. Hence this is a fit case where the dictum laid down by the Hon'ble Supreme Court in **The State of Uttarakhand Vs Rajkuamr** (Supra) is squarely applicable. It is seen that the worker was engaged on daily wage basis and she is around 45 years of age. The worker also failed to establish the allegations of unfair labour practice against the Management. In the circumstances of this case, it would be just and proper and reasonable to award lumpsum monetary compensation to the worker in full and final satisfaction of her claim of reinstatement and other consequential benefits. It is seen that the worker was working on a daily average wage of Rs.100/- when her services were terminated. It is seen from Exbt.W13 that the wages of daily wagers is increased to Rs.300/- w.e.f. 01.08.2012. If she is reinstated in service with full back wages, she will be entitled for an approximate back wages of Rs.4,50,000/-(Rupees Four lakhs fifty thousand only). Taking into account of these facts, it is felt that interest of justice will be met if the Management is directed to pay a lumpsum monetary compensation of Rs.5,00,000/- (Rupees Five lakhs only) to the worker in full and final settlement within one month from the notification of the award.

Hence an award is passed holding that the termination of the worker from the service of the Management w.e.f. 07.08.2015 is illegal, unjust and abinitio void. She is entitled for a lumpsum monetary compensation of Rs.5,00,000/- (Rupees Five lakhs only) in lieu of full back wages and other consequential benefits.

The award will come into force one month after its publication in the official Gazette. Dictated to the Personal Assistant, transcribed and passed by me on this the 25<sup>th</sup> day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

## APPENDIX

### Witness for the Workman:-

WW1 - Smt.Dimple Baby @ Dimple K., dt.21.05.2019

### Witness for the Management:-Nil

### Exhibits for the Workman:-

- W1 - True copy of the pre-degree mark list dt.14.06.1996 of the worker
- W2 - True copy of the certificate of Computer Diploma dt.07.11.2002 of the worker
- W3 - True copy of the SSLCcertificate dt.30.03.1994 of the worker
- W4 - True copy of Bio-data and application dt.29.04.2015 sent to the Management by the worker
- W4(a) - True copy of Postal receipts of applications (2 in numbers)
- & (b) dt.29.04.2015 sent by the worker to the Management
- W5 - Copy of Memorandum of writ petition dt.09.06.2015 filed by the worker and another in W.P.(C) no.17594/2015 before the Hon'ble High Court of Kerala
- W6 - Copy of judgment dt.15.06.2016 of the Hon'ble Single Judge in W.P.(C) no.17594/2015
- W7 - Copy of the Memorandum of writ appeal W.A.no.1759/2016 file by the Management before the Hon'ble High Court of Kerala
- W8 - Copy of I.A. no.13149/2015 dt.11.09.2015 filed by the worker and another in W.P.(C) no.17594/2015 before the Hon'ble High Court of Kerala

- W9 - Copy of counter affidavit dt.02.11.2015 filed by the Management in the above W.P.(C) no.17594/2015 before the Hon'ble High Court of Kerala
- W10 - Copy of reply affidavit filed by the worker and another in W.P.(C) no.17594/2015
- W11 - Copy of judgment dt.07.03.2017 of the Division Bench of the Hon'ble High Court of Kerala against the judgment in W.A.no.1759/2016 dt. 10.01.2017
- W12 - Copy of the certain numbers of receipts of wages issued to the (a) to (g) petitioner by the Management on different dates
- W13 - Software copy of the letter showing the increase in wages dt. 30.08.2012
- W14 - True copy of monthly statistics of daily wagers dt.29.10.2013 sent by 3<sup>rd</sup> Management to the superiors
- W15(a) - Copy of statement of daily wages dt.29.03.2014 sent by the 4<sup>th</sup> Management to the superiors
- W15(b) - Copy of statement of daily wages dt.29.03.2014 sent by the 4<sup>th</sup> Management to the superiors
- W16 - Copy of statement of daily wages dt.02.05.2015 sent by the 4<sup>th</sup> Management to the superiors
- W17 - Copy of statement of daily wages dt.01.06.2015 sent by the 4<sup>th</sup> Management to the superiors
- Series Management to the superiors
- W18 - Copy of statement of daily wages dt.02.06.2015 sent by the 4<sup>th</sup> Management to the superiors

**Exhibits for the Management:-**

- M1 - True copy of the letter of delegation of powers in favour of Manager(L&HPF) executed by the Zonal Manager, Management
- M2 - True copy of judgment dt.10.01.2017 of the Division Bench of the Hon'ble High Court of Kerala in W.A. no.1759/2016 against the judgment in W.P.(C) no.17594/2015 dt.15.06.2016

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 666.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री अरुणकुमार, एर्नाकुलम के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम पंचाट (संदर्भ संख्या (03/2017) को प्रकाशित करती है।

[सं. Z-16025/04/2022-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 666.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2017) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and Shri Arunkumar, Ernakulam.

[No. Z-16025/04/2022-IR(M)]

D.GUHA, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT,**  
**ERNAKULAM**

**Present:** Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.  
(Monday the 25<sup>th</sup> day of April 2022, 5 Vaisakha 1944)

**ID No.3/2017**

- Workman/Union : Sri.Arunkumar P.S.  
Pattarumadathil House  
Aikaranadu North Village  
Kadayiruppu P.O.  
Kolencherry  
Ernakulam – 682311  
By Adv.P. S. Ramachandran Pillai
- Managements : 1. The Chairman  
Life Insurance Corporation of India  
Yogakshema Jeevan Bheema Marg  
Mumbai – 400021
2. The Senior Divisional Manager  
Life Insurance Corporation of India  
M.G. Road  
Ernakulam – 682011
3. The Senior Branch Manager  
Life Insurance Corporation of India  
Thripunithura Ernakulam – 682301
4. The Branch Manager  
Satellite Branch  
Life Insurance Corporation of India  
Kolencherry  
Ernakulam - 682311  
By Adv.R. S. Kalkura

This case coming up for final hearing on 17.01.2020 and 25.02.2021 and this Industrial Tribunal-cum-Labour Court on 25.04.2022 passed the following:

**AWARD**

1. Present claim is filed U/s 2A(2) of the Industrial Disputes Act, 1947. The workman has been working as a temporary Assistant on daily wages against permanent perennial post in the Kolencherry Satellite Branch of the Management Life Insurance Corporation continuously from 23.10.2008. The workman had been put in an uninterrupted and continuous service under the Management from 23.10.2008 on daily wages and his service comes under the definition of Continuous Service U/s 25B of the Industrial Disputes Act, 1947. The workman requested the Management to regularize his service in the permanent post of sweeper. The Management never responded to the request. The workman was being paid a daily wage of Rs.100/- per day which was later enhanced to Rs.300/- per day. The workman is fully qualified having been passed B.Com Degree in 2<sup>nd</sup> Class and undergone computer course. He is also within the age limit. The request sent by the workman for regularizing his service was not responded by the Management. In view of the above, workman filed a writ petition before the Hon'ble High Court of Kerala. The Hon'ble High Court of Kerala directed the workman to exhaust the remedies available under Industrial Disputes Act, 1947. During the pendency of the writ petition, the Management retrenched the workman illegally without complying the mandates of law w.e.f. 07.08.2015, as a measure of victimization. Since the action of the Management is illegal, the same is ab initio void. The Management had resorted to unfair labour practice U/s 2(ra) and had committed the offence under items 5 and 10 of schedule V of Industrial Disputes Act, 1947 for which penalty have to be imposed U/s 25T and Sec 25U of Industrial Disputes Act. The illegal retrenchment of the workman w.e.f. 07.08.2015 is an offence and it is a victimization falling under item 5 of Sec 2(ra) unfair labour practice. The workman is entitled to be reinstated in service with all back wages and benefits retrospectively. The Hon'ble Supreme Court examined the issues of similar workers working in Life Insurance Corporation of India and directed the Corporation to regularize the workers with back wages accrued to them. The workman preferred a dispute before the Deputy Labour Commissioner, Kochi. The dispute was taken for conciliation. Same was not settled due to the non co-operation of



the Management. Hence the workman prayed that he may be reinstated with back wages and other benefits and to regularize him in the permanent and perennial post which he was working.

2. The Management filed written statement denying the above allegations. Management is a body corporate constituted and functioning under the Life Insurance Corporation of India Act 1956. Terms and conditions of employment in the Management are governed by the Regulations and Instructions having statutory backing. It is well settled by the decisions of the Hon'ble Supreme Court that the statutory provisions of the Act, Regulations and Instructions have overriding effect on the provisions of the Industrial Disputes Act, particularly Sec 25 of the Act. The provisions relating to retrenchment have been held to be inapplicable to the Management. U/s 23 of the Act, the Corporation is entitled to employ such number of persons as it thinks fit for the purpose of enabling it to discharge its functions under the Act. By virtue of Sec 48 of the said Act the Central Govt may, by notification in the Official Gazette, make Rules to carry out the purpose of the Act and provides for all or any matters specified in sub-sec 2 of Sec 48. Sec 49 of the Act provides that Corporation may with the prior approval of the Central Govt make Regulations which are not inconsistent with the Act and Rules made thereunder. In exercise of the powers U/s 49, the Management had in the year 1960 made regulations known as the Life Insurance Corporation of India (Staff) Regulations, 1960 (hereinafter referred to as the 'Staff Regulations'). In the year 1981 by the Life Insurance Corporation (Amendment) Act, 1981, the Act was amended. Consequent to that the power to make rules relating to the terms and conditions of service of the employees of the Corporation is vested with Life Insurance Corporation including those who became its employees U/s 11 (1) of the Act. It is stipulated that the provisions of clause (cc) and sub-sec 2B and any rules made under clause (cc) shall have effect and any such Rule made with retrospective effect from any date shall also be deemed to have had effect from that date, notwithstanding any judgment, decree or order of any Court, Tribunal or other authority and notwithstanding anything contained in the Industrial Disputes Act, 1947 or any other law or any agreement, settlement, award or other instrument for the time being in force. The scope of Amendment Act in so far as the application of the Industrial Disputes Act, 1947 is concerned has been explained by the Apex Court in **A. V. Nachane and another Vs UOI**, AIR 1982 SC 1126. Under regulation 8 of the Life Insurance Corporation of India (Staff) Regulations 1960, notwithstanding anything contained in the regulations, a Managing Director, an Executive Director (Personnel), a Zonal Manager or a Divisional Manager may employ staff in class III and class IV on a temporary basis subject to such general or special directions as may be issued by the Chairman of the Management Corporation. Further under sub-section 2 of said regulation no person so appointed on a temporary basis shall only by reason of such appointment be entitled to absorption in the service of the Management Corporation or claim preference for recruitment to any post which has been highlighted in clause 8(1) and 8(2) of the Life Insurance Corporation of India (Staff) Regulations, 1960. The engagement of the workman was not through any recruitment and/or selection process and not covered by the statutory rules. The workman was engaged as a casual labourer. The workman was engaged for carrying out jobs of casual nature, since October 2011. The workman was not doing any skilled job of perennial nature. The workman was never appointed under Life Insurance Corporation of India (Staff) Rules 1960 or Life Insurance Corporation of India (Employment of Temporary Staff Instructions) 1993 or any other statutory provision. The workman was not in continuous employment as contemplated U/s 25B of the Industrial Disputes Act. The engagement of the workman was need based. The workman is not eligible to claim any regularization as the engagement was purely on need basis. The workman was on daily wage basis and was at liberty to leave the job at any point of time and there was no bar on him to pursue any other outside employment. The workman along with another daily wage worker instituted writ petition as W.P.(C) no.17594/2015 before the Hon'ble High Court of Kerala and the Hon'ble High Court of Kerala vide judgment dt.15.06.2016 permitted the writ petitioners to approach the competent authority to ventilate their grievances under Industrial Disputes Act, 1947. While disposing of the writ petition, the learned Single Judge directed that the workman may be permitted to continue in the same manner as he was being engaged. It was also directed that in case the Management is considering any temporary appointment, the workman shall also be considered, with due preference towards experience and if necessary, granting relaxation in the upper age limit. The Management filed W.A. no.1759/2016 and the Division Bench of the Hon'ble High Court of Kerala in its judgment dt.10.01.2017 allowed the appeal by deleting that portion of the directions contained in the judgment of the learned Single Judge. A copy of the judgment in W.A. no.1759/2016 is produced and marked as Exbt.M2. The disengagement of the claimant was not to accommodate any other person and therefore there is absolutely no illegality or arbitrariness in disengaging the service of the workman. There is absolutely no unfair labour practice on the part of the Management and he had not worked continuously to seek any relief U/s 25B of the Industrial Disputes Act, 1947. The wages were paid for the days for which the workman was engaged. The question of regularizing the services of the workman or granting any relief does not arise especially in the absence of any statutory provision and also in the light of the decision of the Hon'ble Supreme Court of India in **State of Karnataka Vs Uma Devi**, 2006 (4) SCC 1. No retrenchment occurred since the workman was neither appointed nor terminated under any statutory rules or instructions. The recruitment of class III and class IV staff in the Management Corporation is being made as per the provisions of Life Insurance Corporation Recruitment (of class III and class IV staff) Instructions, 1993 effective from 25.02.1993. The said instructions superseded the Recruitment Instructions of 1979. These recruitment rules have been held to be statutory rules having overriding force over the Industrial Disputes Act by the Hon'ble Supreme Court in **Life Insurance Corporation of India Vs Asha Ambedkar**, AIR 1994 SC 2148. Recruitment rules envisage the normal mode of recruitment by inviting applications through advertisement in local newspapers and where the appointments are temporary, the appointment is done by inviting

applications through Employment Exchanges. The requisites of employment, the incidents of service, the process of selection and the pattern of remuneration are all vastly dissimilar in the case of regular employment and temporary employment. An engagement on daily wage basis is not envisaged to ripen into a regular employment. The provisions of Industrial Disputes Act, 1947 have been overridden by the Life Insurance Corporation of India (Staff) Regulations 1960, Life Insurance Corporation of India (Employment of Temporary Staff) Instructions, 1993 and Life Insurance Corporation of India (Recruitment of Class III and Class IV Staff) Instructions 1993. The engagement of the workman was not according to any of the above statutory provisions or instructions. The provisions of Industrial Disputes Act, 1947 are not applicable to workman in respect of matters covered by Sec 48(2) (cc) of the LIC Act, 1956. The workman was not retrenched as provided in Sec 25F of the Industrial Disputes Act as the workman was not governed by Regulation 8 of Life Insurance Corporation of India (Staff) Regulations 1960 or Life Insurance Corporation of India (Employment of Temporary Staff) Instructions, 1993 or any other statutory rules or instructions. Once Sec 2(o) of the Industrial Disputes Act is not attracted, there is no question of application of Sec 25F.

3. During the pendency of these proceedings, the workman filed an I.A. no.79/2017 praying that he may be reinstated in the service of the Management w.e.f. 07.08.2015 with back wages and other benefits. The Management objected to the above application and therefore it was decided that the issue can be heard along with the industrial dispute. The Management filed I.A. no.140/2019 pleading that the issue of maintainability may be heard as a preliminary issue. The prayer of the Management was seriously objected to by the workman. Hence it was decided that the question of maintainability also will be decided as a preliminary issue while disposing of the industrial dispute.

4. On completion of the pleadings, the workman examined himself as WW1 and marked Exbts.W1 to W18. The Management did not examine any witness, however Exbts.M1 and M2 were marked by consent.

5. On completion of pleadings the following issues are framed for consideration in the proceedings

1. Whether the industrial dispute is maintainable ?
2. Whether the workman is entitled to reinstatement in the service of the Management with back wages and other related benefits ?
3. Whether the workman is entitled for regularization in the service of the Management in the permanent perennial post in which he was working ?
4. Relief and cost ?

#### 6. Issue no.1

According to the learned Counsel for the Management, the Management Corporation is established U/s 3 of the LIC Act, 1956. U/s 23 of the Act, the Corporation is entitled to employ such number of persons as it thinks fit for the purpose of enabling it to discharge its functions. As per Sec 48 of the Act, the Central Govt may make rules to carry out the purpose of the Act. Sec 49 of the Act provides that the Management may with the previous approval of the Central Govt, make regulations which are not inconsistent with the Act and Rules. In exercise of powers U/s 49 of the Act, the Management in the year 1960 made Life Insurance Corporation of India (Staff) Regulations 1960. Life Insurance Corporation Act was amended in the year 1981. It was stipulated that the provisions of clause (cc) and sub-sec 2B and rules made under clause (cc) shall have effect and any such rule made with retrospective effect from any date shall also be deemed to have the effect from that date notwithstanding any judgment, decree or order of any Court, Tribunal or authority and notwithstanding anything contained in the Industrial Disputes Act, 1947. The Hon'ble Supreme Court while defining the scope of the above amendment in **A. V. Nachane and another Vs UOI**, AIR 1982 SC 1126 held that in respect of matters covered by the rules, the provisions of the Industrial Disputes Act or any other law will not be operative.

7. According to the learned Counsel for the workman, there is no conflict between the provisions of Industrial Disputes Act and the provisions of LIC Act rules, regulations and instructions. According to him the provisions of Industrial Disputes Act are attracted in this case. He pointed out that even as per the observations of the Hon'ble Supreme Court, the question of giving preference to the provisions of LIC Act and regulations will come only when there is conflict with respect of provisions of Industrial Disputes Act. He further pointed out that application of the provisions of Industrial Disputes Act is not completely taken away with regard to the appointments and service conditions of employees appointed in Life Insurance Corporation.

8. In the present case, the workman was engaged by the Management w.e.f. 23.10.2008 as a temporary Assistant. This fact is not disputed by the learned Counsel for the Management. It is seen that the Exbt.W16, the statement of daily wages (including watchman) prepared by the Management, Ernakulam Division that the workman was engaged w.e.f. 23.10.2008. According to the learned Counsel for the workman he continued in the service of the Management in the same capacity till 07.08.2015. Exbt.W3 is the bank account of the workman in Punjab National Bank. Exbt.W3 bank statement shows that the Management was releasing payments to the workman every month from 07.11.2012. The payment upto 18.06.2015 is reflected in Exbt.W3 bank statement of the workman. Exbt.W4 is a communication issued by the Ernakulam Division of the Management dt.27.08.2012 communicating the revision of

wages of daily wagers to Rs.300/- w.e.f. 01.08.2012. Exbt.W5, W6, W7,W17 and W18 are returns of the Management with regard to monthly statistics of temporary/badali/daily wagers during various spells which shows that the Management engaged one Assistant at Kolencherry Satellite branch. Exbt.W15 (a to f) are vouchers given by the workman to the Management for having received wages during various spells in 2015 upto 31.07.2015. All the above documents supports the claim of the workman that he continued working with the Management for the period from 23.10.2008 to 31.07.2015. The workman as WW1 also deposed in the proceedings that he continued to work with the Management till 07.08.2015. The Management could not discredit the evidence of the workman in this regard. According to the learned Counsel for the Management the workman is not engaged under any of the rules or regulations. According to the learned Counsel for the workman, the Management engaged his services for years together and therefore they cannot claim that the workman is not entitled to the benefits under the Industrial Disputes Act. It is true that the Management can appoint persons on temporary basis for limited period. Sec 23 of the LIC Act provides that the Management may employ such number of persons as it thinks fit for the purpose of enabling it to discharge its functions. Sec 48 deals with powers to make rules including the rules relating to the terms and conditions of service of employees and agents of the Management. Sec 49 empowers the Management to make regulations with the previous approval of Central Govt not inconsistent with Act and rules made thereunder to provide for all matters for the purposes of giving effect to the provisions of the Act. Regulation 8 deals with temporary staff. Regulation 8(1) states that notwithstanding anything contained in these regulations the authorities mentioned therein may employ staff in class III and class IV on a temporary basis subject to such general or special directions as may be issued by the Chairman from time to time. Sub regulation 2 to regulation 8 states that no person appointed under Sub regulation 1 shall only by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post.

9. Another issue argued by the learned Counsel for the Management is that in view of regulations 8, the provisions of Industrial Disputes Act are not applicable to the matters covered by Sec 48(2)(cc) of the Life Insurance Corporation Act. The learned Counsel for the Management relied on the decision of the Hon'ble Supreme Court of India in **A. V. Nachane and another Vs UOI and another**, 1982 AIR 1126 wherein the Hon'ble Supreme Court held that "In the instant case Sec 48(2C) read with Sec 48(2)(cc) authorizes the Central Govt to make rules to carry out the purposes of the Act notwithstanding the Industrial Disputes Act or any other law. This means that **in respect of the matters covered by the rules** the provisions of the Industrial Disputes Act or any other law will not be operative". The Hon'ble Supreme Court was examining the issue in an altogether different set of facts and was examining whether the Amendment Act of 1981 laid down any legislative policy or furnish any guidelines to indicate the nature and extent of the modifications that the rules will be permitted to make in the existing laws to carry out the purposes of the Life Insurance Corporation Act, 1956 as amended in 1981. The learned Counsel also relied on the decision of the Hon'ble Supreme Court in **M. Venugopal Vs Divisional Manager, Life Insurance Corporation of India, Machilipatnam**, AIR 1994 SC 1343 wherein the Hon'ble Supreme Court held that the amendments introduced in Sec 48 of Life Insurance Corporation Act have clearly excluded the provisions of the Industrial Disputes Act so far they are in **conflict with the rules framed U/s 48(2)(oo)**. The Apex Court further held that once Sec 2(oo) is not attracted, there is no question of application of Sec 25F on the basis of which the termination of the service of the appellant can be held to be invalid. In the above case also the facts are entirely different. That was a case wherein the probation of an Officer of the Corporation was not confirmed since he failed to achieve the targets fixed during probation. It is to be pointed out that in both the above cases the Hon'ble Supreme Court has held that the exclusion of the provisions of Industrial Disputes Act is applicable only in respect of the matters covered by the rules or when there is conflict with the rules framed U/s 48(2)(cc). In the present case admittedly the workman is not appointed under regulation 8 of Life Insurance Corporation of India (Staff) Regulations, 1960 and Life Insurance Corporation of India (Employment of Temporary Staff) Instructions, 1993 or Life Insurance Corporation of India (Recruitment for Class III and Class IV Staff) Instructions 1993. Also there is no conflict between the provisions of Life Insurance Corporation Act, Regulations and Industrial Disputes Act. The learned Counsel for the workman relied on the decision of the Hon'ble Supreme Court in **Tamil Nadu Terminated Full Time Temporary LIC Employees Association Vs Life Insurance Corporation of India and others**, 2015 KHC 4225. This is a case where temporary employees appointed by the Life Insurance Corporation challenged the validity of regulation 8 of Life Insurance Corporation of India (Staff) Regulations, 1960. A full bench of the Hon'ble High Court of Madras held that regulation 8 is applicable to the temporary employees and also held that sub clause b of Sec 2(oo) of the Industrial Disputes Act is valid and it does not run counter to the provisions of Sec 25F, 25G and 25H of the Industrial Disputes Act. It was also held that the applicability of the Industrial Disputes Act is excluded from the field covered by Sec 48(2) of the Life Insurance Corporation Act. The Hon'ble Supreme Court of India after examining the history of the legislation and also the legal authorities on the point, reversed the judgment of the Division Bench of the Hon'ble High Court of Madras upholding the award of regularization passed by the Central Government Industrial Tribunal. The Rules, Regulations and Instructions under LIC Act authorizes the LIC to make temporary appointments, under the circumstances mentioned therein. But under the quire of exercising such powers, the Management cannot resort to arbitrary and illegal methods to deny valuable right of the workers which accrued on them by the operation of the provisions of law governing the filed. In this case, when the worker moved the Hon'ble High Court in W.P.(C) no.17594/2015, the Management in their written statement at paras 5 and 11 has taken a specific contention that "if the petitioners have got a case that the Corporation is resorting to any unfair labour practice or violated any provisions of Industrial Disputes Act, then it has

became necessary to workout their remedy under the Industrial Disputes Act and not to invoke the writ jurisdiction under Article 226 of the Constitution of India". Further in Para 5 of the written statement it is stated that "violation of various provisions of the Industrial Disputes Act cannot be considered in a writ petition since the petitioners have effective alternate remedy against the dispute under the provisions of the Industrial Disputes Act". On the basis of the above contentions the Hon'ble High Court held that "When the petitioners are raising their claims under the provisions contained in the ID Act and the respondents also submit that the remedy is under the ID Act, and when there is a statutory forum to adjudicate their claims under ID Act, there is no meaning in keeping the writ petition pending before this Court. Petitioners are free to approach the competent authority to ventilate their grievance, as provided under the ID Act". This is not challenged by the Management in W.A.1759/2016. The Management cannot take a conflicting stand on the question of maintainability before the Hon'ble High Court of Kerala and before this Tribunal.

In the light of the above discussions and in view of the legal position settled as per the above authorities, I am of the view that the facts and circumstances involved in this case attracted provisions of Industrial Disputes Act, 1947 as there is no conflict between the said Act and Rules and Regulations under the Life Insurance Corporation Act, 1956.

10. The learned Counsel for the Management also argued that in view of the decision of the Hon'ble Supreme Court of India in **State of Karnataka Vs Uma Devi**, 2006 (4) SCC 1, in the absence of any statutory provision it is not possible to regularize the service of the workman. The learned Counsel for the workman pointed out that the law laid down by the Hon'ble Supreme Court in **Uma Devi's case** (Supra) is not applicable to cases coming under the Industrial Disputes Act. The Hon'ble Supreme Court of India clarified the above position in **Maharashtra State Road Transport and another Vs Casteribe Rajaya Parivahan Karmachari Sanghatana**, 2009 8 SCC 556. The Hon'ble Supreme Court held that the application of Industrial Disputes Act is not at all considered by the Constitution Bench and therefore it was held that the dictum laid down by the Supreme Court is not applicable to cases coming under Industrial Disputes Act. In **Ajaypal Sing Vs Haryana Warehousing Corporation**, (2015) 6 Supreme Court Cases 321 the Hon'ble Supreme Court considered the decision in **Uma Devi's case** (Supra) and held that ;

" 17. In **Uma Devi's case**, (3) this Court held that adherence to the rule of equality in public employment is a basic feature of our Constitution and since rule of law is a core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution of India. The provisions of the Industrial Disputes Act and powers of the Industrial and Labour Court provided therein were not at all under consideration in **Uma Devi's case** (3). The issue pertaining to unfair labour practice was neither the subject matter for decision nor was decided in **Uma Devi's case**.

The above decision was also quoted with approval by the Hon'ble Supreme Court in **Durgapur Casual Workers Union and others Vs Food Corporation of India and others**, (2015) 5 SCC 786. The Hon'ble Court held that an undertaking of the Government which comes within the meaning of 'industry' or its establishment cannot justify its illegal action including unfair labour practice nor can ask for different treatment on the ground that public undertaking is guided by Articles 14 & 16 of Constitution of India and the private industries are not guided by 14 & 16 of the Constitution. In **Umrala Grama Panchayat Vs Secretary, Municipal Employees Union**, 2015 12 SCC 775 the Hon'ble Supreme Court directed that the services of the workmen in that case be regularized and made permanent since they worked for more than 240 days in a calendar year.

Taking into account all the facts and legal position as discussed above, I am of the considered view that the present industrial dispute is maintainable. Hence the issue is decided in favour of the workman and against the Management.

#### 11. Issue no.2 & 3

According to the learned Counsel for the Management, the workman was engaged on daily wage basis as a casual labour w.e.f. 23.10.2008 and he was not a temporary Assistant as claimed by him. His services were not uninterrupted or continuous as contemplated U/s 25B of Industrial Dispute Act, 1947. The workman was doing the work on need basis and his engagement was not through any regular recruitment process. The workman was disengaged when the Management felt the services of the workman is no more required. The disengagement of the workman was not to accommodate any other person and therefore there is absolutely no illegality or no arbitrariness having disengaged the services of the workman. The learned Counsel also pointed out there is no unfair labour practice on the part of the Management as defined under schedule 5 of the Industrial Disputes Act. It was also pointed out that he cannot claim any relief U/s 25F, as he was not having continuous service as defined U/s 25B of the Act.

12. The learned Counsel for the workman argued that the workman has been working as a temporary Assistant on daily wages against permanent and perennial post. He was working continuously from 23.10.2008 and he has rendered continuous service U/s 25B of the Industrial Disputes Act. According to the Counsel, the services of the workman were orally terminated w.e.f. 07.08.2015 as a measure of victimization and he approached the Hon'ble High Court of Kerala for regularization of his service with the Management. According to him, the Management resorted to

unfair labour practice U/s 2(ra) and had committed offence under items 5 and 10 of schedule 5 of the Industrial Disputes Act, 1947. The unlawful retrenchment of the workman w.e.f. 07.08.2015 falls under item 5 of Sec 2(ra) unfair labour practice. According to the learned Counsel, the workman is entitled for reinstatement and regularization in the service of the Management. From Exbt.W16, it is seen that the workman was engaged as an Assistant on daily wages w.e.f. 23.10.2008. The monthly statistical returns in Exbt.W5, W6, W7, W18 and W19 would show that one Assistant is engaged in Kolencherry branch of the Management for the period 2013 to 2015. Exbt.W3, the bank statement of the workman in Punjab National Bank shows that the workman was being paid on an average of above Rs.6900/- per month from 07.11.2012 to 08.06.2015. The Exbt.W3 would clearly show that at a salary of Rs.300/- per day the workman worked continuously for 240 days prior to his termination on 07.08.2015. Exbt.W15 Series of vouchers also will indicate that the workman worked with the Kolencherry branch of the Management and accepted wages at the rate of Rs.300/- per day during 2015 upto 31.07.2015. According to the learned Counsel for the Management this evidence will not satisfy the requirement of continuous service U/s 25B of the Act.

According to Sec 25B;

- “1. a workman shall be said to be in continuous service for a period if he is for that period, in uninterrupted service including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal or a lockout or cessation of work which is not due to any fault on the part of the workman.
2. where a workman is not in continuous service within the meaning of clause 1 for a period of one year or 6 months, he shall be deemed to be in continuous service under the employer for a period of one year, if the workman during a period of 12 calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than

I. ....

- II. 240 days in any other case. “Hence to get the benefit of continuous service U/s 25B of the Industrial Disputes Act the workman ought to have worked with the Management for 240 days during a period of 12 calendar months preceding 07.08.2015. The learned Counsel for the workman pointed out that the workman produced all the documents at his possession to substantiate the claim that he worked for more than 240 days during the preceding 12 months before his termination. However the Management failed to rebut this claim by producing any documents in their custody. The learned Counsel for the workman relied on the decision of the Hon'ble Supreme Court of India in **Director, Fisheries Terminal Division Vs Bhikubhai Meghajibhai Chavda**, 2010 KHC 6126 to argue that once the workman discharged his responsibility by producing the documents at his command, the burden shifts to the Management to prove that he has not worked for more than 240 days as required U/s 25B of the Act. In the above case the workman was a watchman who was paid daily wages and whose presence were marked in the Muster Roll. According to the Management, the workman worked from 1986 till 1988 and during this period the workman had worked for 93 days, 145 days and 31 days respectively. According to them the workman had not worked for more than 240 days in the preceding year. The Hon'ble Supreme Court relying on the decision in **R.M. Yellatty Vs Assistant Executive Engineer**, 2006 1 SCC 106 held that

“The respondent was a workman hired on daily wage basis. So it is obvious, as this Court pointed out in the above case, that he would have difficulty in having access to all the above documents, Muster Roll etc., in connection with his service. He came forwarded and deposed, so in our opinion the burden of proof shift to the employer/appellant to prove that he did not complete 240 days of service in the requisite period to constitute continuous service”.

13. In the present case also it is seen that the workman is examined as WW1 and he stated in his evidence that he worked with the Management from 2008 to 2015. In this case the Exbt.W3 bank statement of payments of wages made by the Management supported by the vouchers in Exbt.W15 Series and the returns of temporary employees filed by the workman would clearly establish the case of the workman that he worked for more than 240 days with the Management, one year immediately prior to his date of termination. The learned Counsel for the workman relied on the decision of **Gauri Shankar Vs State of Rajasthan**, 2015 12 SCC 754. In the above case, the workman was working with the respondent and his case was that he was appointed against a permanent and sanctioned post w.e.f. 01.01.1987 till his services came to be retrenched and he had rendered service of more than 240 days in every calendar year and has received salary from the respondent department each month. The workman challenged the retrenchment as bad in law as the same is in violation of Sec 25F, 25G, 25H, 25T and 25U of the ID Act. The workman applied for production of the Muster Roll and the management failed to produce the relevant Muster Rolls. The Hon'ble Supreme Court relying on its earlier decisions in **Gopal Krishna G Ketker Vs Muhammed Haji Latheef**, AIR 1968 SC 1413 and **Murukesam Pillai Vs Manikyavasaka Pandara**, 1917 5 LW 759 held that even if the burden of proof does lie on a party, the Court can draw an adverse inference if he withholds important documents in his possession which can throw light on the facts of issue. The learned Counsel for the workman also relied on the

decision of the Hon'ble Supreme Court in **Sriram Industrial Enterprises Ltd Vs Mahak Singh and others**, 2007 4 SCC 94, wherein the Hon'ble Supreme Court held that when the workman discharged their initial onus by producing the documents in their possession it is the responsibility of the management to disprove the claim of the workman that he did not work for more than 240 days with the management one year immediately prior to his/her termination. In this case there is no dispute regarding the fact that the workman was engaged as on daily wages w.e.f. 23.07.2008. There is also no dispute with regard to the fact that his services were orally terminated w.e.f. 07.08.2015. The documents discussed above will substantiate the above points. The workman also produced evidence to show that he was paid wages w.e.f. 07.11.2012 every month upto 31.07.2015. The other evidences as discussed above confirms his engagement upto 31.07.2015. He has also entered the box and deposed that he worked with the Management continuously from 2008 to 2015. Hence it can safely be considered that the workman had discharged his responsibility of proving that he worked for more than 240 days in one year prior to his date of termination. In such circumstances as per the law laid down by the Hon'ble Supreme Court on the issue, it is possible to draw an inference that he worked for more than 240 days in view of the fact that the Management failed to produce any documents to disprove his claim that he worked continuously for more than 240 days in one year prior to the date of his termination.

Hence from the facts and law discussed above, it is concluded that the workman had rendered continuous service of 240 days making him eligible for the benefits U/s 25F of the Industrial Disputes Act.

14. The learned Counsel for the Management argued that the workman in the present case is only a casual employee on daily wages and therefore he is not entitled to claim the benefits U/s 25F of the Industrial Disputes Act. The learned Counsel for the workman argued that the nature of employment of the workman will not in any way affect this claim for reinstatement and regularization. The Hon'ble High Court of Kerala in **Sreekumar K. Vs Managing Director, KTDC Ltd**, 2019 1 KHC 225 held that the definition in Sec 2(S) of Industrial Disputes Act includes casual employees also. The Hon'ble High Court held that

“ Para 18. From this it is quite evident that the definition of the term ‘workman’ U/s 2S of the Industrial Disputes Act includes a casual employee as well and hence the decision cited (Supra) (in the context governed by the provisions of the Workmen’s Compensation Act) is not at all attracted to the case in hand ”

15. The Management has no case that they followed the procedure prescribed U/s 25F of the Industrial Disputes Act while terminating the workman. In view of the above, it is clear that the Management terminated the services of the workman in clear violation of the provisions of Sec 25 of the Industrial Disputes Act.

19. Considering all the facts, pleadings and evidence in this case, I am inclined to hold that the retrenchment of the workman from the service of the Management is ab initio void and is in violation of Sec 25F of Industrial Disputes Act, 1947.

#### 20. Issue no.4

According to the learned Counsel for the Management, the workman was only a casual employee and the Management was paying only for the days when he worked for the Management. According to the learned Counsel for the workman, the workman was working against a permanent and perennial post in the Management. According to him, the illegal retrenchment of the workman from the services of the Management is a case of victimization which under item number 5 of Sec 2(ra) is an unfair labour practice. He also pointed out that the Management resorted to unfair labour practice U/s 2(ra) under item number 10 of Schedule 5 of Industrial Disputes Act, 1947. The evidence discussed above would clearly establish the fact that workman was engaged as a daily wage Assistant w.e.f. 23.10.2008 and he continued as a daily wagger till his retrenchment on 07.08.2015. As per Sec 2(ra) “ Unfair labour practice means any of the practices specified in the 5<sup>th</sup> Schedule “. Item number 10 in Schedule V is “To employ workmen as badalis, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status of permanent workman”. As already pointed out the workman was engaged by the Management for over a period of 7 years as a casual/temporary employee ignoring his request for regularization in the service of the Management. Hence it is a clear case of unfair labour practice denying the right of regularization to the workman by the Management. The Hon'ble Supreme Court of India in **Ajaypal Singh Vs Haryana Warehousing Corporation**, (Supra) held that even while retrenching a casual employee, unfair labour practice cannot be resorted to and the workman cannot be retrenched without notice pay and other benefits in terms of Sec 25 of the Industrial Disputes Act, 1947, if the workman worked for 240 days immediately prior to his retrenchment. The Hon'ble Supreme Court held that

18. We have noticed that Industrial Dispute Act is made for the settlement of industrial disputes and certain other purposes as mentioned therein. It prohibits unfair labour practice on the part of the employer in engaging employees as casual or temporary employees for long period without giving them the status and privilege of permanent employees.

19. Sec 25F of the Industrial Disputes Act, 1947 stipulates conditions precedent for retrenchment of workmen. A workman employed in any industry who has been in continuous service for not less than one year under an employer is entitled to benefit under the said provisions if the employer retrenches the workman. Such a workman cannot be

retrenched until he/she is given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice wages for the period of the notice apart from compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months. It also mandates the employer to serve a notice in the prescribed manner on the appropriate Govt or such Authority as may be specified by appropriate Govt by notification in the official Gazette. If any part of the provisions of Sec 25F is violated and the employer there by, resorts to unfair trade practice with the object to deprive the workman with privilege as provided under the Act, the employer cannot justify such an action by taking a plea that the initial appointment of the employee was in violation of Articles 14 & 16 of the Constitution of India.

(20) -----

(21) -----

Para 22. It is always open to the employer to issue an order of “retrenchment” on the ground that the initial appointment of the workman was not in conformity with Article 14 & 16 of the Constitution of India or in accordance with rules. Even for retrenchment for such ground, unfair labour practice cannot be resorted to and thereby the workman cannot be retrenched on such ground without notice, pay and other benefits in terms of Sec 25F of the Industrial Disputes Act, 1947, if continued for more than 240 days in a calendar year”.

The learned Counsel for the workman relied on the decision of the Hon’ble Supreme Court in **Jasmar Singh Vs State of Haryana and other**, 2015 4 SCC 458 and argued that the workman is entitled for reinstatement with full back wages since the order of termination was void abinitio. The Hon’ble Supreme Court in the above case relied on the following observation of the Court in **Deepali Gundu Surwase Vs Kranti Junior Adyapak Mahavidyalaya**, 2013 10 SCC 324 to hold that when the termination is found to be illegal, the workman is entitled for reinstatement with back wages.

“ Para 22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer-employee relationship, the latter’s source of income gets dried up. Not only the employee concerned but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from relatives and other acquaintance to avoid starvation. These sufferings continued till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi judicial body or Court that the action taken by the employer is ultravires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the employer was to deny back wages to the employee, or contesting his entitlement to get consequential benefits then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. The denial of back wages to an employee who has suffered due to an illegal act of the employer would amount to indirectly punishing the employee concerned and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments”.

In the above case, the Hon’ble Supreme Court was considering the case of a workman working as a daily paid workman in the office of Sub Divisional Officer (Karnal) for more than 240 days.

21. The learned Counsel for the workman pointed out that in view of the fact that the workman worked continuously for more than 240 days one year prior to his date of termination and also due to the fact that the Management adopted unfair labour practice in terminating the service of the workman without following the prescribed procedure U/s 25F of Industrial Disputes Act, the workman is required to be regularized in the service of the Management from the date of his termination. The learned Counsel relied on the decision of the Hon’ble Supreme Court of India in **Tamil Nadu Terminated Full Time Temporary LIC Employees Association Vs Life Insurance Corporation of India and others**, 2015 KHC 4225 to drive home his point that the workman is entitled for regularization with the Management. In the above case the Hon’ble Supreme Court considered the challenge in respect of the termination of various categories of temporary badali and part time workers in various Offices, Zones and Divisions of the Corporation across India. Those workmen were appointed by following the procedure under the Life Insurance Corporation of India (Staff) Regulations. The CGIT passed an award dt. 18.06.2001 in terms of Justice R.D. Tulpuli and Justice Jamdar giving directions to the Life Insurance Corporation for their absorption in their respective posts. The above said award was set aside by the Single Bench and Division Bench of the Hon’ble High Court. The Hon’ble Supreme Court after examining the application of the law laid down by the Hon’ble Supreme Court in **Secretary, State of Karnataka Vs Uma Devi** (Supra) and also the facts of the case held that the award passed by the



CGIT for absorption of the above temporary employees is in accordance with law. The Hon'ble Supreme Court also held that

“ Para 28. The learned Amicuscuriae rightly placed reliance upon entry item number 10 of schedule V of the Act in employing the concerned workmen as temporary, badali and part time employees against permanent post doing perennial nature of work and continuing them as such for number of years. This is a clear case of unfair labour practice as defined U/s 2(ra) of the Act which is statutorily prohibited U/s 25T of the Act and the said action of the Corporation amounts to penalty U/s 25U of the Act. For this reason also the findings and reasons recorded in the award of the CGIT in answering the points of dispute referred to it by Central Govt in favour of the concerned workmen is legal and valid ”

In the present case as already pointed out, the workman is a graduate having completed his B.Com Degree and also Computerised Financial Accounting from LBS Centre for Science & Technology. He was engaged by the Management w.e.f. 23.10.2008 to 07.08.2015 as a temporary Assistant. Though the Management claimed that he is not appointed under Regulation 8 of Life Insurance Corporation of India (Staff) regulation, 1960, he continued to be engaged for almost 7 years without absorption or regularization in the service of the Management. Further his services were terminated in violation of Sec 25F of the Industrial Disputes Act. Hence I am of the considered view that the workman is entitled to be reinstated and regularized in the service of the Management w.e.f. 07.08.2015 with 50% back wages and other consequential benefits and continuity of service.

Hence an award is passed holding that in view of the facts and circumstances involved in the case attracted provisions of the Industrial Disputes Act, 1947. The retrenchment of the workman from the services of the Management w.e.f. 07.08.2015 is in violation of Sec 25F of Industrial Disputes Act. Hence the workman is entitled to be reinstated with 50% back wages and regularized in the service of the Management with all consequential benefits and continuity of service w.e.f. 07.08.2015.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 25<sup>th</sup> day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

## APPENDIX

### Witness for the Workman:-

WW1 - Sri. Arun Kumar P. S., dt.21.05.2019

### Witness for the Management:-Nil

### Exhibits for the Workman:-

- W1 - True copy of the degree certificate dt.05.10.2007 of the workman
- W2 - True copy of the certificate of computerised Financial Accounting of the workman
- W3 - True copy of the Pass Book dt. 26.08.2011 held by the workman in the Punjab National Bank
- W4 - True software copy of order of increase in wages of daily Wagers dt.30.08.2012
- W5 - True software copy of statement of temporary employees dt.01.10.2013 sent by 4<sup>th</sup> Management to superior officers
- W6 - True software copy of criteria for the selection of daily wagers in BO/SO dt.12.09.2013 sent by 4<sup>th</sup> Management to superior officers
- W7 - True software copy of monthly statistics of temporary Class III Employees dt.29.10.2013 for the month of September, 2013
- W8 - Copy of W.P.(C) no.17594/2015 filed by the workman and another before the Hon'ble High Court of Kerala
- W9 - Copy of I.A. no.13149/2015 dt.11.09.2015 filed by the workman and another in W.P.(C) no.17594/2015 before the Hon'ble High Court of Kerala
- W10 - Copy of judgment dt.15.06.2016 of the Hon'ble Single Judge in W.P.(C) no.17594/2015
- W11 - Copy of the Memorandum of writ appeal W.A. no. 1759/2016 filed by the Management before the Hon'ble High Court of Kerala
- W12 - Copy of counter affidavit filed by the Management in the above W.P.(C) no.17594/2015 before the Hon'ble High Court of Kerala
- W13 - Copy of reply affidavit dt.05.01.2016 filed by the workman and another in W.P.(C) no.17594/2015



- W14 - Copy of judgment dt.07.03.2017 of the Division Bench of the Hon'ble High Court of Kerala against the judgment in W.A.no.1759/2016 dt. 10.01.2017
- W15 - Receipts (6 in numbers) for having received wages by Series workman on different dates [P10(a) to P10(f)]
- W16 - True software copy of monthly statistics of daily wagers sent by the 3<sup>rd</sup> Management to the superiors
- W17(a) - True software copy of Class III Employees dt.01.06.2015 for the month of May 2015
- W17(b) - True software copy of Class IV Employees dt.01.06.2015 for the month of May 2015
- W18 - True software copy of Class III Employees dt.03.05.2014 for the month of April 2014

**Exhibits for the Management:-**

- M1 - True copy of the letter of delegation of powers in favour of Manager(L&HPF) executed by the Zonal Manager, Management
- M2 - True copy of judgment dt.10.01.2017 of the Division Bench of the Hon'ble High Court of Kerala in W.A. No.1759/2016 against the judgment in W.P.(C) no.17594/2015 dt. 15.06.2016

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 667.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री एल. के. असीजा, जनरल सेक्रेटरी, हिंदुस्तान पेट्रोलियम एम्प्लाइज यूनियन, दिल्ली के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली पंचाट (संदर्भ संख्या 97/2013) को प्रकाशित करती है।

[सं. एल-30011/19/2013-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 667.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 97/2013) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Limited, Delhi and Shri L.K. Asija, General Secretary, Hindustan Petroleum Employees Union, Delhi.

[No. L-30011/19/2013-IR(M)]

D. GUHA, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, NEW DELHI**

**Present:** Smt.Parnita Mohanty

**ID. No. 97/2013**

Shri L.K.Asija, General Secretary,  
Hindustan Petroleum Employees Union,  
203, Pocket D-14,Sector-8,  
Rohini, Delhi-110085.

. ...Workman

**Versus**

The General Manager,  
HPCL, North Zone Office at  
Scope Minar, Laxmi Nagar,  
Delhi.

.... Management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No.L-30011/19/2013-IR(M) dated 23.05.2013 under clause (d) of sub - section 2(A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether non-consideration of request of transfer of Shri Shiv Kumar from GM DNZ to Delhi Coordination Office, Jeevan Bharti Building, New Delhi on Seniority basis by the management of Hindustan Petroleum Corporation Ltd., Is legal and justified? If not, what relief the workman is entitled to”?*

2. The claimant had moved an application with requested to withdraw the case as do not have any demands against the management. Now ‘No Dispute/Claim’ award passed. Let this award be sent to the appropriate Government, as required under section 17 of the industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY Presiding Officer

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 668.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स जगदीश ट्रेडिंग कंपनी, कारखाना प्रबंधक, मेसर्स अल्ट्राटेक सीमेंट लिमिटेड विक्रम सीमेंट वर्क्स खोरे, नीमच, (एम.पी.) के प्रबंधन के संबंध में नियोजकों और श्री किशन एंड अन्य, अल्ट्राटेक सीमेंट लिमिटेड विक्रम सीमेंट वर्क्स खोरे, नीमच, (एम.पी.) के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या 91/2019) को प्रकाशित करती है।

[सं. एल-29012/6/2019-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 668.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 91/2019) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Jagdish Trading Company, Kharkhana Prabhandak, M/s. Ultratech Cement Limited and Shri Kishen and Others, Ultratech Cement Limited, Vikram Cement Workers, Neemuch (M.P.).

[F. No. L-29012/6/2019-IR(M)]

D. GUHA, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**No. CGIT/LC/R/91/2019**

**Present :** P.K.Srivastava H.J.S..( Retd)

Shri Kishen and Others  
Ultratech Cement Limited  
Vikram Cement workers Khore, Neemuch  
M.P.-458470

**Versus**

...Workman

M/s. Jagdish Trading Company  
8, Shashti Nagar, Khore, Neemuch  
M.P.

Kharkhana Prabhandak  
M.s Ultratech Cement Ltd.  
Vikram Cement Works,  
Khore Neemuch  
Madhya Pradesh

...Management

**AWARD**

(Passed on 17-6-2022)

As per letter dated 16/12/2019 the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-L-29012/6/2019-IR(M). The dispute under reference relates to:

*“Kya shri Kishen singh even anya sharmiko(soochi salangn) ke patra ke anuser Shri Kishen Singh Evam Anya Shramikon ko ultratech cement limited Khore Neemuch ke sthapana mein neyokta M/s Jagdeesh Trading Company, Neemuch dwara paryapt duty na diye jaana even kuch shramikon ko kaam se nekala haana kanooni roop se uchhit hain?yadi nahi , to kya ukt kamgar anutosh paane ka adhikari hai aur yadi haan , ukt kamgaar ke anutosh and adhikari hai?Yadi avashak ho to mamle mein anya nerdish kya hai?” .”*

After registering the case on the basis of reference, notices were sent to the parties.

1. Inspite of the service of notice to the workmen, have not appeared. They have not filed any statement of claim.
2. The Management has also not filed any statement of defence, though much time was given to the Management.
3. It appears that the parties are not interested to pursue their claim/defense.
4. The reference is the issue for determination in the case in hand.
5. Since the initial burden to put up and prove their claim is on the workmen in which they have miserably failed, Hence this tribunal is constrained to decide the reference against the workmen
6. On the basis of the above discussion, following award is passed:-
  - A. The action of the management is held to be justified in law and fact.
  - B. The workmen are held entitled to no relief.
7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA Presiding Officer

नई दिल्ली, 12 जुलाई, 2022

**का.आ. 669.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूरेनियम कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड, जदुगोडा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, के धनबाद पंचाट (संदर्भ संख्या 18/2019) को प्रकाशित करती है।

[सं. एल-43011/2/2019-आईआर(एम)]

डी. गुहा, अवर सचिव

New Delhi, the 12th July, 2022

**S.O. 669.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2019) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Uranium Corporation of India Limited, Jadugoda and Their Workman.

[No. L-43011/2/2019-IR(M)]

D. GUHA, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.**Reference: No. 18/2019**

Employer in relation to the management of Uranium Corporation of India Limited, Jadugoda.

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- Sri P.R. Rakshit, Advocate

For the workman. :- None

State : Jharkhand.

Industry:- Uranium

Dated : 31.05.2022

**AWARD**

By Order No.L-43011/2/2019-IR(M) dated 22.03.2019 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

***“Whether death of Late Shri Tapas Ranjan Maity, Ex-Tradesman-D (Welder) is due to ‘Injury on Work’ (IOW) under the management of Uranium Corporation of India Ltd., Jadugora, East Singhbhum, Jharkhand? If yes, what directions and reliefs, if any, are necessary in the matter?”***

2. The reference is received on 02/04/2019 by this Tribunal in which the General Secretary, Uranium Mazdoor Sangh, Jadugora had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. Further the management had appeared on certain dates. Thereafter again two regd. notices were issued to workman/union but even then the workman/union failed to appear before the Tribunal. Now the Case is pending since 02/04/2019 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2022

**का.आ. 670.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 54/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/81/2008-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 13th July, 2022

**S.O. 670.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2008) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 12.07.2022.

[No. L-20012/81/2008 – IR (CM-1)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 54/2008**

Employer in relation to the management of Lodna Area of M/s. BCCL.

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- Sri D. K. Verma, Advocate.

For the workman. :- None.

State : Jharkhand.

Industry:- Coal

Dated : 30.05.2022

**AWARD**

By Order No.L-20012/81/2008-(IR(CM-I)) dated 04.11.2008 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

*“i) Whether the action of the management of Bagdigi Colliery of M/s. BCCL in denying promotion to S/Shri Amal Kumar Roy and Lachhman Dusadh as Chainmen-F is justified and legal? ii) To what reliefs are the concerned workmen entitled and from what date?”*

2. The reference is received on 17/11/2008 by this Tribunal in which the General Secretary, Colliery Mazdoor Sangh, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. Further the management had appeared on certain dates but union/workman had failed to appear before the Tribunal. Now the Case is pending since 17/11/2008 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2022

**का.आ. 671.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 35/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/125/2005-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 13th July, 2022

**S.O. 671.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2006) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 12.07.2022.

[No. L-20012/125/2005 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 35/2006**

Employer in relation to the management of Bararee Colliery of M/s. BCCL.

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- Sri D. K. Verma, Advocate.

For the workman. :- None.

State : Jharkhand.

Industry:- Coal

Dated : 30.05 .2022

**AWARD**

By Order No.L-20012/125/2005-IR(C-I) dated 23.01.2006 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

***“Whether the action of the management of Bararee Colliery of M/s. BCCL in dismissing Sri Mukundo Manjhi vide letter dt. 13.2.04 from service is justified? If not, to what relief is the concerned workman entitled?”***

2. The reference is received on 13/02/2006 by this Tribunal in which the General Secretary, Rashtriya Mazdoor Union, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but union/workman had appeared on 02/06/2006 and 27/07/2006, but subsequently left appearing before the Tribunal. However, the management had appeared on certain dates. Now Case is pending since 13/02/2006 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2022

**का.आ. 672.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 15/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/11/2008-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 13th July, 2022

**S.O. 672.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2008) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 12.07.2022.

[No. L-20012/11/2008 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 15/2008**

Employer in relation to the management of Lodna Area of M/s. BCCL

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- Sri D.K. Verma, Advocate.

For the workman. :- None.

State : Jharkhand.

Industry:- Coal

Dated : 30/05/2022

**AWARD**

By Order No.L-20012/11/2008-(IR(CM-I)) dated 14/19.03.2008 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

*“Whether the action of the management of Jealgora Colliery of M/s. BCCL in not regularising the services of Sh. Din Dayal Mishra, as Banksman in Cat.-IV is justified and legal? If not, to what relief is the concerned workman entitled and from what date?”*

2. The reference is received on 02/04/2008 by this Tribunal in which the Working President, Bihar Mines Lal Jhanda Mazdoor Union, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. Further the management had appeared on certain dates but union/workman had failed to appear before the Tribunal. Now the Case is pending since 02/04/2008 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2022

**का.आ. 673.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 25/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/43/2008-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 13th July, 2022

**S.O. 673.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2008) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 12.07.2022.

[No. L-20012/43/2008 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 25/2008**

Employer in relation to the management of Sijua Area of M/s. BCCL

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- Sri D.K. Verma, Advocate.

For the workman. :- None.

State : Jharkhand.

Industry:- Coal

Dated : 31.05.2022

**AWARD**

By Order No.L-20012/43/2008-(IR(CM-I)) dated 28.03.2008 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

***“i) Whether the action of the management of Loyabad Coke Plant of M/s. BCCL in dismissing Sh.Mangal Bhuia, W/Loader from the services of the company w.e.f. 13.5.2002 is legal and justified? (ii) To what relief is the concerned workman entitled?”***

2. The reference is received on 02/06/2008 by this Tribunal in which the General Secretary, Bihar Colliery Kamgar Union, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. Further the management had appeared on certain dates but union/workman had failed to appear before the Tribunal. Now the Case is pending since 02/06/2008 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2022

**का.आ. 674.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 07/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/145/2007-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 13th July, 2022

**S.O. 674.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2008) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 12.07.2022.

[No. L-20012/145/2007 – IR (CM-I)]

RAJENDER SINGH, Under Secy.



## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 07/2008**

Employer in relation to the management of Kusunda Area of M/s. BCCL.

AND

Their workman

**Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- None

For the workman. :- None

State : Jharkhand.

Industry:- Coal

Dated : 30.05.2022

## AWARD

By Order No.L-20012/145/2007-(IR(CM-I)) dated 25.02.2008 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

## SCHEDULE

*“Whether the action of the management of Dhansar Colliery of M/s. BCCL in denying regularization as Cap Lamp Incharge Grade-C to Shri Santosh Kumar Dutta, Assistant Cap Lamp Room Incharge is justified and legal? If not, to what relief is the concerned workman entitled and from which date?”*

2. The reference is received on 12/03/2008 by this Tribunal in which the Vice President, Dhanbad Colliery Karamchari Sangh, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but the union/workman did not appear before the Tribunal. However management had appeared on 29/06/2020 but thereafter failed to appear before the Tribunal. Now Case is pending since 12/03/2008 and workman/union as well as management is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2022

**का.आ. 675.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी. सी.एल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 218/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/52/2000-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 13th July, 2022

**S.O. 675.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 218/2000) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 12.07.2022.

[No. L-20012/52/2000 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947**Reference: No. 218/2000**

Employer in relation to the management of P.B. Area of M/s. BCCL

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- Sri D.K. Verma, Advocate.

For the workman. :- None.

State : Jharkhand.

Industry:- Coal

Dated : 30.05.2022

**AWARD**

By Order No.L-20012/52/2000- (C-I) dated 24.07.2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

*“Whether the demand of the union to provide employment to Smt. Tula Devi wife OF Late Sh. Sarbeshwar Mahto on compassionate grounds is proper and justified? If so, to what relief the said dependent of deceased employee is entitled?”*

2. The reference is received on 07/08/2000 by this Tribunal in which the Area President, Rashtriya Colliery Mazdoor Sangh, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However, after receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently workman/union left appearing before this Tribunal. Thereafter, again regd. notices were issued to both the parties but the notice issued to union returned unserved. Now this case is pending since 07/08/2000 and workman/union is not appearing before Tribunal, so it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D.K. SINGH, Presiding Officer

नई दिल्ली, 14 जुलाई, 2022

**का.आ. 676.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 61/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/9/2005-आई.आर. (सी-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 14th July, 2022

**S.O. 676.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2005) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 13.07.2022.

[No. L-20012/9/2005 – IR (C-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 61/2005**

Employer in relation to the management of Govindpur Area No. III of M/s. BCCL

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- Sri Ganesh Pd. Advocate

For the workman. :- None

State : Jharkhand.

Industry:- Coal

Dated : 30.05.2022

**AWARD**

By Order No.L-20012/9/2005-IR(C-I) dated 19.07.2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

*“Whether the action of the management of South Govindpur Colliery of M/s. BCCL to dismiss Sh. Ainul Ansari from service w.e.f. 19.8.2004 is just, fair and legal? If not, to what relief is the concerned workman entitled?”*

2. The reference is received on 22/08/2005 by this Tribunal in which the Vice President, Rashtriya Colliery Mazdoor Sangh, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but union/workman had appeared on 27/09/2005, but subsequently left appearing before the Tribunal. However, the management had appeared on certain dates. Now Case is pending since 22/08/2005 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 जुलाई, 2022

**का.आ. 677.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी. सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 14/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.07.2022 को प्राप्त हुआ था।

[सं. एल-20012/58/2018-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 14th July, 2022

**S.O. 677.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2018) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 13.07.2022.

[No. L-20012/58/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 14/2018**

Employer in relation to the management of Sijua Area of M/s. BCCL

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers :- None

For the workman. :- None

State : Jharkhand.

Industry:- Coal

Dated : 30.05.2022

**AWARD**

By Order No.L-20012/58/2018- (IR(CM-I)) dated 04.09.2018 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

*“Whether the action of the management of Bansdeopur Colliery of M/s BCCL in denying promotion to Shri Binay Kumar Ram (P.No-01435515), Shri Acheylal (P. No-03039781), Shri Shankar Kumar Bhuia (P.No-03038544), Shri Arjun Gosai (P.No-01443290), Shri Arjun Bouri (P. No-0144330p8) and Md. Rafique (P.No-01421890) all fitter/helper of Bansdeopur Colliery of M/s. BCCL from Category-II to CAT-III is fair, proper and justified?*

ii) *If not, what relief they are entitled to and from which date?*

iii) *And what other directions are necessary in this regard?”*

2. The reference is received on 13/09/2018 by this Tribunal in which the Vice President, Janta Mazdoor Sangh, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but neither the union/workman nor the management appeared before the Tribunal. Now Case is pending since 13/09/2018 and workman/union as well as management is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer